

Date: Tuesday, February 2, 2016

Time: 7:30 PM

Place: City Hall

Committee meetings will begin at 6:10 pm before this full Council meeting. City Council members frequently attend the committee meetings to gather information. A majority of the Council members may be present at these committee meetings.

CITY OF MONROE COMMON COUNCIL AGENDA

A. CALL TO ORDER & ROLL CALL

B. CORRECTION OF MINUTES

C. PRESENTATION OF PETITIONS AND COMMUNICATIONS

D. BUSINESS BY MAYOR

Updates regarding Mayor's activities

1. PRESENTATION FROM CHAMBER OF COMMERCE EXECUTIVE DIRECTOR

| | |
|-------------------------------|-------------|
| Individual Requesting Item | Cara Carper |
| Expected Length of Discussion | 5 Minutes |

E. APPEARANCES BY THE PUBLIC

F. CONSENT AGENDA (ROLL CALL VOTE)

- * RESOLUTION GRANTING MISCELLANEOUS LICENSES
- * APPROVE CLAIMS AS PRESENTED ON CLAIMS LIST

G. JUDICIARY AND ORDINANCE REVIEW COMMITTEE (ARMSTRONG)

1. ORDINANCE AMENDING SECTION 9-2-1, REPEALING AND RECREATING SECTION 9-2-17(A), RENUMBERING SECTIONS 9-2-22, 9-2-23, 9-2-24, 9-2-25 AND 9-2-26 AND CREATING SECTION 9-2-22 OF THE MONROE CITY CODE: POSSESSION OF LIVE CHICKENS

(Set Public Hearing Date for 02/17/2016)

| | |
|---|------------------------------|
| Individual Requesting Item Committee | Judiciary & Ordinance Review |
| Expected Length of Discussion | 5 min. |

Documents: [D116 Section 9-2-22 Possession of Live Chickens 2016-01-27.pdf](#)

2. ORDINANCE REPEALING AND RECREATING CHAPTER 11-6 OF THE MONROE CITY CODE: MUNICIPAL AIRPORT

(Set Public Hearing Date for Feb. 17, 2016)

| | |
|---|------------------------------|
| Individual Requesting Item Committee | Judiciary & Ordinance Review |
| Expected Length of Discussion | 5 min. |

Documents: [D122 Chapter 11-6 Monroe Municipal Airport 2016-01-28.pdf](#)

3. ORDINANCE REPEALING AND RECREATING TITLE 7 OF THE MONROE CITY CODE: FIRE REGULATIONS

(Set Public Hearing Date for 02/17/2016)

| | |
|---|------------------------------|
| Individual Requesting Item Committee | Judiciary & Ordinance Review |
| Expected Length of Discussion | 5 min. |

Documents: [D123 Title 7 Fire Regulations 2016-01-28.pdf](#)

H. PLAN COMMISSION (KOCH)

1. RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 7, CITY OF MONROE, WISCONSIN

(Roll Call Vote)

| | |
|-------------------------------|-----------------|
| Individual Requesting Item | City Clerk/DOGG |
| Expected Length of Discussion | 10 min. |

Documents: [TID 7 Project Plan Draft 2016-1-11.pdf](#), [TID 7 amendment for Council.pdf](#)

I. FINANCE AND TAXATION COMMITTEE (STANGEL)

1. RESOLUTION APPROVING PURCHASE AND DEVELOPMENT AGREEMENT BETWEEN CITY OF MONROE AND MATTHEW MAU AND BENJAMIN DALEE

(Roll Call Vote)

| | |
|-------------------------------|---------------|
| Individual Requesting Item | Martin Shanks |
| Expected Length of Discussion | 5 Minutes |

Documents: [2016-02-02 Arctic Cat PDA.pdf](#)

J. SALARY AND PERSONNEL COMMITTEE (BAUMAN)

1. RESOLUTION APPROVING POLICY DESIGNATING AUTHORITY TO HIRE EMPLOYEES

| | |
|-------------------------------|--------------------------------|
| Individual Requesting Item | Salary and Personnel Committee |
| Expected Length of Discussion | 5 min. |

2. RESOLUTION APPOINTING ACTING DIRECTOR OF PUBLIC WORKS AND SETTING SALARY

(Roll Call Vote)

| | |
|-------------------------------|--------------------------------|
| Individual Requesting Item | Salary and Personnel Committee |
| Expected Length of Discussion | 5 min. |

K. BOARD OF PUBLIC WORKS (KOCH)

1. RESOLUTION APPROVING PROPOSAL FROM JOHNSON CONTROLS REGARDING FACILITY IMPROVEMENTS AND AUTHORIZE PROCEEDING WITH RFQ PROCESS

(Roll Call Vote)

| | |
|-------------------------------|-----------------------|
| Individual Requesting Item | Board of Public Works |
| Expected Length of Discussion | 5 min. |

2. RESOLUTION APPROVING CHANGE ORDER #18 FOR WASTEWATER TREATMENT FACILITY PROJECT

(Roll Call Vote)

| | |
|-------------------------------|----------------|
| Individual Requesting Item | Common Council |
| Expected Length of Discussion | 15 minutes |

L. COUNCIL AS A WHOLE (STANGEL)

1. LEGAL SERVICES RFP (REQUEST FOR PROPOSALS)

| | |
|-------------------------------|--------------------------------|
| Individual Requesting Item | Salary and Personnel Committee |
| Expected Length of Discussion | 10 min. |

2. UPDATES REGARDING SOLID WASTE DISPOSAL

| | |
|-------------------------------|---------------------|
| Individual Requesting Item | Aldersperson Bauman |
| Expected Length of Discussion | 10 min. |

Documents: [Disposal Comparisons 2015.pdf](#)

3. UPDATE AND FURTHER DIRECTION ON DOWNTOWN PARKING ACTIVITIES

| | |
|-------------------------------|---------------|
| Individual Requesting Item | Martin Shanks |
| Expected Length of Discussion | 15 Minutes |

Documents: [2016-02-02 Parking Memo.pdf](#)

M. BUSINESS PRESENTED BY ALDERPERSONS

May make brief informative statements or bring up items to be discussed at a future meeting

N. BUSINESS PRESENTED BY DEPARTMENT HEADS

May make brief informative statements or bring up items to be discussed at a future meeting

O. BUSINESS PRESENTED BY THE PRESS

P. ADJOURNMENT

This Council may take any action it considers appropriate related to any item on this agenda.

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Public Hearing Date: _____/_____/_____

**ORDINANCE AMENDING SECTION 9-2-1, REPEALING AND RECREATING SECTION 9-2-17(A),
RENUMBERING SECTIONS 9-2-22, 9-2-23, 9-2-24, 9-2-25 AND 9-2-26 AND CREATING
SECTION 9-2-22 OF THE MONROE CITY CODE: POSSESSION OF LIVE CHICKENS**

THE COMMON COUNCIL of the city of Monroe do ordain as follows:

SECTION 1: Section 9-2-1 of the Monroe City Code is hereby amended to add the following definitions

“Chicken” means a domestic chicken of the subspecies *Gallus gallus domesticus*.

“Chicken run” means a fenced enclosure attached to a coop.

“Coop” means a new or existing enclosed accessory structure designed or modified for the keeping of chickens and meeting the requirements of this section.

“Rooster” means a male chicken of any age, including a capon or otherwise neutered male chicken.

“Slaughter” means to kill by any means.

SECTION 2: Section 9-2-17(A) of the Monroe City Code is hereby repealed and recreated to read as follows:

(A) Unless expressly authorized elsewhere in this code, it shall be unlawful for any person to own, keep, harbor or have custody of any of the following on any property or in any residence, household or dwelling unit within the city:

- (1) Any farm animals, except rabbits;
- (2) Any poisonous animal; and
- (3) Any vicious animal.

SECTION 3: Sections 9-2-22 through 9-2-26 of the Monroe City Code are hereby renumbered as Sections 9-2-23 through 9-2-27.

SECTION 4: Section 9-2-22 of the Monroe City Code is hereby created to read as follows:

9-2-22: Possessing chickens: No person shall, without first obtaining a permit under this section possess any live chicken, nor construct any coop or chicken run.

(A) **Chickens allowed:** Pursuant to a permit issued under this section a person may possess up to 6 female chickens in a coop or in a coop and connected chicken run on any lot in the city that contains only a one-family dwelling. No roosters shall be allowed to be kept under this section.

(1) **Rear yard only:** Coops and chicken runs shall be located in the rear yard. No part of the coop or chicken run shall be located in the front yard or side yard of any lot.

(2) **Setback requirements:** No part of the coop or chicken run shall be located within 10 feet of any lot line, unless the rear or side lot is contiguous to an alley in which case the coop or chicken run shall not be located within 3 feet of the lot line abutting such alley. No portion of the coop or chicken run shall be located within 25 feet of any principal structure located on any adjacent lot.

(3) **Cleanliness:** Coops and chicken runs shall be kept clean, dry, odor free and in a sanitary condition at all times in such a manner as to not disturb the use or enjoyment of adjoining property due to noise, odor or any

**Ordinance Amending Section 9-2-1, Repealing and Recreating Section 9-2-17(A),
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Creating Section 9-2-22 of the Monroe City Code: Possession of Live Chickens**
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other adverse impact.

(4) **Construction and maintenance of coop:** A coop shall have an interior enclosed area of not less than 4 square feet per chicken and a total enclosed area of not more than 24 square feet and shall be constructed from conventional building materials in a workmanlike fashion or be a pre-manufactured enclosed structure designed specifically for the keeping of urban chickens. Such coop shall be secure and impermeable to rodents, wild birds and predators, including dogs and cats, and shall be constructed or modified in a fashion to provide a humane environment for the chickens, including adequate ventilation, adequate sun, adequate shade and adequate protection from adverse weather.

(5) **Construction and maintenance of chicken run:** A chicken run shall not exceed in size the greater of 40 square feet or one percent of the rear yard area, but in no case more than 100 square feet, and shall be constructed in a workmanlike fashion of wire normally used for the containment of chickens.

(6) **Confinement:** Between sunrise and sunset, chickens may be allowed outside of the coop in the chicken run. Chickens shall be secured within the coop between sunset and sunrise.

(B) **Application for permit:** An application for a chicken permit shall be made using forms provided by the city clerk and shall contain an accurately scaled drawing showing the location of the proposed coop and any chicken run, distances to lot lines and distances to the nearest adjoining principal structure, together with dimensions of the coop and chicken run.

(1) If the applicant is not the owner of the parcel, the property owner shall sign the application before a notary public certifying approval for the use of the premises for this purpose and such notary shall affix his or her seal upon the application.

(2) The application shall be accompanied with satisfactory evidence that the applicant has registered the proposed location with the Wisconsin department of agricultural trade and consumer protection pursuant to section 95.51 of the Wisconsin statutes and section ATCP 17 of the Wisconsin administrative code.

(3) A permit fee shall be paid by the applicant when the application is submitted.

(C) **Review of application:** The city clerk shall review each application to determine whether the application is complete. The city clerk may conduct such investigation into the content of the application as he or she considers necessary and shall within 10 days following the filing thereof refer such application to the building inspector and police chief for review and comment. Within 20 days following the filing of the application the city clerk shall refer such application to the license committee for review and a recommendation to the council to approve or deny the application.

(D) **Permit year:** The permit year shall be August 1 through July 31 of the succeeding year.

(E) **Assignment of permit:** No permit shall be issued, assigned, or otherwise transferred to any person other than the person to whom such permit is originally issued.

(F) **Miscellaneous:**

(1) All food supplies maintained for the chickens kept under this section shall be stored in a secure and rodent-proof container.

**Ordinance Amending Section 9-2-1, Repealing and Recreating Section 9-2-17(A),
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Creating Section 9-2-22 of the Monroe City Code: Possession of Live Chickens**
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(2) Food meant for human consumption or scraps of such food shall only be fed to chickens within the coop and such food shall be prohibited within a chicken run.

(3) All waste generated by the operation of the coop or chicken run, or both, including, chicken carcasses, manure, droppings and spoiled feed, shall be properly disposed of in a sanitary manner.

(4) The zoning administrator or any law enforcement officer may enter a lot at any reasonable time to determine if a property is in compliance with this section.

(G) **Penalty:** A person who violates any provision of this section shall upon conviction be subject to a class 4 forfeiture for the first offense in a 12 month period, a class 3 forfeiture for the second offense in a 12 month period and a class 2 forfeiture for the third or subsequent offense in a 12 month period. A person who is convicted of more than two violations of this section in a 12 month period shall be ineligible to receive a renewal permit under this section for a period of one year after the date of the last conviction.

SECTION 5: This ordinance shall be in full force on the day following its passage and official publication.

Dated the _____ day of _____, 2016
Passed the _____ day of _____, 2016
Published the _____ day of _____, 2016

Mayor

City Clerk

**ORDINANCE REPEALING AND RECREATING CHAPTER 11-6
OF THE MONROE CITY CODE: MUNICIPAL AIRPORT**

THE COMMON COUNCIL of the City of Monroe do ordain as follows:

SECTION 1: Chapter 11-6 of the Monroe City Code is hereby repealed and recreated to read as follows:

Chapter 6: MUNICIPAL AIRPORT

- 11-6-1 Declaration of purpose
- 11-6-2 Zones designated
- 11-6-3 Zoning maps
- 11-6-4 Definitions
- 11-6-5 Airport manager
- 11-6-6 Commercial activities
- 11-6-7 Operator licenses; classification and description
- 11-6-8 Operator license application
- 11-6-9 Leases
- 11-6-10 Airport operation
- 11-6-11 Aircraft operation
- 11-6-12 Flying clubs
- 11-6-13 Airport activity clubs
- 11-6-14 Civil Air Patrol
- 11-6-15 Vehicular traffic regulation
- 11-6-16 Pedestrians
- 11-6-17 Building regulations
- 11-6-18 Schedule of charges
- 11-6-19 Appeals and review
- 11-6-20 Penalties:
- 11-6-21 Precedence
- 11-6-22 Severability

11-6-1: Declaration of purpose: The purpose of this chapter is to facilitate a sound economic base upon which the airport will thrive and grow and to insure the public receives reliable, safe and nondiscriminatory treatment in the conduct of authorized activities at the airport. This chapter is also intended to protect the public health, safety and welfare and to foster and promote the continued development of the airport in a safe and efficient manner.

11-6-2: Zones designated:

(A) Zones: All zones established by this section are as shown on maps entitled "Height limitation zoning map-Monroe municipal airport-Monroe, Wisconsin" and dated January 17, 1989, and shall be and remain on file in the office of the city clerk.

(B) Authority: All other titles and chapters of this code are incorporated in this chapter by reference. Whenever any provision of this chapter conflicts with any other provisions of this code, the provision in this chapter shall apply.

11-6-3: Zoning maps: The board shall identify the zoning areas it adopts and note the boundaries of each area upon zoning maps which shall be made a part of this chapter. The maps shall be identified as "Zoning map A – Monroe municipal airport", and "Zoning map B - Monroe municipal airport". These maps shall be filed with the city clerk. The maps and all notations, references, and other information shown upon the maps shall be as much a part of this chapter as if the matters and information set forth on the maps were fully described in this chapter. The maps may be amended from time to time by resolution of the board.

Ordinance Repealing and Recreating Chapter 11-6 of The Monroe City Code: Municipal Airport

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11-6-4: Definitions: In this chapter:

"Above ground level" means the vertical distance between any aircraft and the ground beneath the aircraft as measured in feet. The elevation of the ground shall be the highest ground surface or top of any structure or obstruction within a 2,000 foot horizontal distance of the aircraft.

"Activity license" means any license, permit or other authorization that is required by the United States government or the state for the conduct of a person's business.

"Aeronautical activities" means all activities that involve, make possible, or are required for the operation of aircraft, or which contribute to or are required for the safety of such operation.

"Aircraft" means all contrivances used for flight in air or space, including, but not limited to, airplanes, airships, dirigibles, helicopters and gliders.

"Airport" means the land, developments, and improvements that are owned, leased, or otherwise controlled by the city and operated as the Monroe municipal airport.

"Airport activity club" means any nonprofit Wisconsin corporation, nonprofit limited liability company or nonprofit partnership organized for: a) sky diving; b) parachuting; c) balloon flights; d) operation of ultra-light aircraft; e) operation of model or radio controlled aircraft flights; f) any other purpose related to the airport that is not otherwise addressed in a classification of an airport user under this chapter.

"Airport hazard" means any structure, object of natural growth, use of land, or other activity that obstructs the air space required for the flight of aircraft landing, taking off, or otherwise using the Airport.

"Applicant" means a person that makes application for an operator license, a lease authorizing use of a portion of the airport, or both.

"Apron areas" means those areas of the airport represented on zoning map B - Monroe municipal airport labeled "apron".

"Board" means the airport board of management as established by the city.

"Certified air carrier" means any carrier conducting any aeronautical activity operating under federal aeronautical regulations part 121 or 135.

"Club aircraft" means an aircraft that is owned and operated by a flying club or an airport activity club.

"Commercial activity" means any activity conducted at, on, or from the airport, that is intended to produce revenue payable to the person conducting such activity.

"Commercial aviation areas" means those areas of the airport represented on zoning map B - Monroe municipal airport labeled "commercial aviation areas".

"Commercial carrier" means any nonscheduled fare generating aircraft.

"Commercial hangar area" means that area of the airport represented on zoning map B - Monroe municipal airport labeled "commercial hangar area".

"Commercial hangar" means any hangar, other than an industrial hangar, that is used or intended to be used either directly or indirectly for any commercial activity.

Ordinance Repealing and Recreating Chapter 11-6 of The Monroe City Code: Municipal Airport

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"Concession" means any nonaeronautical revenue producing facility or service for the convenience of the public using the airport.

"Crop dusting" means the spraying of powdered or liquid insecticide or fertilizer on crops from the air.

"Emergency equipment" means ambulances, crash rescue and fire fighting apparatus and such other equipment as is necessary to safeguard airport runways, taxiways, structures, ramps, and other property in emergency situations.

"FAA" means the federal aviation administration of the United States government.

"FCC" means the federal communications commission of the United States government.

"Flying club" means a nonprofit Wisconsin corporation, nonprofit limited liability company or nonprofit partnership of five or more individuals, organized for the purpose of making aircraft available to its stockholders, members or partners.

"Gross income" means the monthly gross income of the relevant person derived from the use of airport facilities, calculated by generally accepted accounting methods.

"Hangar" means any structure designed or used for aeronautical purposes, or in which space is provided for aircraft storage or service.

"Hangar approach apron" means the developed area between a taxiway and any hangar over which aircraft may be moved.

"Height zones" means those areas represented on zoning map A - Monroe municipal airport.

"Industrial aircraft" means an aircraft that is owned by a business entity, and operated for free transportation of owners and other individuals or property.

"Industrial hangar areas" means those areas of the airport represented on zoning map B - Monroe municipal airport labeled "industrial hangar areas".

"Industrial hangar" means any hangar owned by a person that is used exclusively for storage or maintenance of industrial aircraft.

"Lease" means a contract for the letting of land or tenement for a specified period of time. For an operator engaged in a short term commercial activity the term of a license issued to such operator authorizing use of airport property for a specified period of time shall be considered a lease of such property for the period of time set forth in the license.

"Leasehold improvements" means any modification, alteration or repair, either structural or nonstructural in nature, performed by or at the direction of a tenant.

"Manager" means the individual empowered by the board to administer, oversee, and control the construction, operation, and maintenance of the airport.

"Municipal hangar" means any hangar owned, leased or otherwise controlled by the city.

"Municipal terminal area" means that area of the airport represented on zoning map B - Monroe municipal airport labeled "municipal terminal area".

"Nonconforming use" means a structure, tree, or use of land that does not conform with the use regulations covering the area in which it is situated as of the effective date of this chapter.

"NFPA" means national fire protection association.

Ordinance Repealing and Recreating Chapter 11-6 of The Monroe City Code: Municipal Airport

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"NOTAM" means a notice containing information concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to personnel concerned with flight operations.

"NTSB" means the national transportation safety board of the United States government.

"Operating privileges" means the privilege or right to use the airport or airport facilities for private, commercial, or any other purpose.

"Operator" means any person that has received an operator license.

"Operator license" means written authority, granted by the city, allowing a person to conduct commercial activity on or from the airport.

"Parking space" means a space designated for the parking of a single vehicle by lines painted or otherwise durably marked.

"Private aircraft" means an aircraft owned by an individual and operated for noncommercial purposes by such owner. "Private aircraft" includes an aircraft used in the owner's business, so long as such use is incidental to the business, and no income is directly attributable to the use of the aircraft.

"Private hangar area" means that area of the airport represented on zoning map B - Monroe municipal airport labeled "private hangar areas".

"Private hangar" means any hangar other than a municipal hangar, industrial hangar, or commercial hangar.

"Public area" means any area of the airport open to the public, including the terminal, vehicle parking, and park areas, as designated on zoning map B - Monroe municipal airport.

"Public thoroughfare" means all public areas designed and used for the passage of pedestrians or vehicles.

"Radio hazard" means any use of land or other activity that creates electrical interference with radio communication between the airport and aircraft.

"Ramp" means that area of the airport represented on zoning map B - Monroe municipal airport labeled "ramp".

"Rotorcraft" means all aircraft supported in flight partially or wholly by rotating airfoils.

"Runway" means any sod or hard-surfaced area designated for the taking off and landing of aircraft.

"Shop" means any structure capable of housing one or more aircraft while same are being repaired.

"Short term commercial activity" means a commercial activity that is operated for not more than 30 consecutive days or more than a cumulative total of 60 days in any calendar year.

"Standard construction specifications" means a) FAA "Standards for specifying construction of airports" and b) all other federal, state and city building codes and other rules or regulations controlling construction on public airports.

"State" means the state of Wisconsin and all subdivisions thereof, including, but not limited to, the state department of transportation, bureau of aeronautics.

"Structure" means any object constructed or installed by any person.

"Supervisor" means the operator responsible for the daily operation and management of the airport, under the

Ordinance Repealing and Recreating Chapter 11-6 of The Monroe City Code: Municipal Airport

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supervision of the manager with duties as specified in a contract between the operator and the city.

"T-hangar" means a T-shaped area within a hangar capable of housing one airplane, whether such area is demarcated by walls or other means.

"Taxiway" means the sod and paved areas designated solely for the taxiing of aircraft, represented by the area on zoning map B - Monroe municipal airport labeled "taxiway".

"Tenant" means any person that has entered into a written lease with the city for use of facilities at the airport.

"Tie down area" means that area designed for the parking, tying down, and storage of aircraft, and represented by the area on Zoning map B - Monroe municipal airport labeled "tie downs".

"Transient aircraft" means an aircraft not using the airport as a base of operations.

"Tree" means any object of natural growth that will grow to a height of more than five feet, excluding farm crops that are cut to the ground at least once each year.

"Ultra-light aircraft" means any aircraft used or intended to be used for manned operation for recreation or sport purposes that does not have any United States or foreign airworthiness certificate and that: a) If unpowered, weighs less than 155 pounds; or b) If powered 1) weighs less than 254 pounds empty weight, excluding floats and safety devices that are intended for deployment in potentially catastrophic situations; and 2) has a fuel capacity not exceeding five U.S. gallons; and 3) is not capable of more than 55 knots calibrated airspeed at full power in level flight; and 4) has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

"User" means any person that uses any portion of the airport for any purpose.

"Utility and service area" means those areas of the airport represented by zoning map B - Monroe municipal airport labeled "utility and service area".

"Vehicle" means every device, excluding aircraft, in, upon, or by which any individual or property may be transported, including snowmobiles and any other recreation device.

11-6-5: Airport manager:

(A) The manager shall be appointed by the board annually in January. The manager shall serve a one year term, unless removed by the board for violation of this chapter.

(B) The manager shall act within the scope of authority granted to him or her by the board. In addition to the general management of the airport, the manager shall be responsible for all duties delegated to him or her by the board.

(C) The manager or his or her designee shall have the authority to issue a NOTAM closing the entire airport or any part thereof, if, in the manager's opinion, conditions of the airport or any part thereof are unsafe for landing or take-off. The manager shall notify the FAA flight service station of the NOTAM in writing immediately following its issuance. When the manager determines that the airport is again safe, he or she shall provide written notice of that determination to the FAA flight service station and the control tower in writing.

(D) The manager shall have the authority to authorize uses of the airport within the authority granted to him or her, so long as such uses do not interfere with the safe and efficient operation of the airport.

(E) The manager shall be responsible for the safekeeping of all lost items given to him or her for 60 days. If such items are not claimed within 60 days after the manager obtains custody of such item, the manager may dispose of such item as he or she sees fit, without liability to any person. The manager shall be under no duty to determine the owner or other person entitled to possession of such item.

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(F) The manager shall attend all meetings of the board, unless excused by the chairperson of the board.

11-6-6: Commercial activities:

(A) License required. No person shall conduct any commercial activity before obtaining an operator license from the city that authorizes such activity. The city may require that a lease be signed by an applicant before issuing an operator license to such applicant.

(B) Other approvals. Every person conducting a commercial activity shall maintain in good standing all necessary state and federal certificates and activity licenses required for the conduct of such commercial activity during the term of any lease or operator license issued under this chapter and shall maintain at all times insurance coverage for such commercial activity conforming to the minimum requirements established from time to time by the board.

(C) Term of license. An operator license issued under this chapter shall be for a term ending on the next June 30 following the date of issuance.

11-6-7: Operator licenses; classification and description:

(A) There shall be 11 categories of operator licenses:

(1) Operator license category I; line services:

A) The operator shall be authorized to sell and dispense aviation fuels, lubricants, or other aviation petroleum products. The operator shall provide all necessary ramp assistance in the parking of aircraft as is necessary to provide such services.

B) The operator shall operate under contract with the city. The terms of this contract and services to be performed shall be negotiated annually.

C) The operator shall have available such emergency aircraft starting equipment, fire extinguishers, aircraft engine heaters, portable pressure tanks, towing equipment, and other service equipment as is necessary for the proper conduct of the operator's duties. The board shall provide an itemized list of such required equipment to any applicant for a category I operator license.

D) The operator shall make available all generally used aviation fuel and shall provide parking and tie down services for aircraft. The operator may provide services for washing aircraft, inflation of tires, changing of aircraft engine oil, and other minor repairs not requiring a certified mechanics rating.

E) The operator may be required to operate the unicom, and to make available pilots' aeronautical maps, weather information, current issues of the "Airman's guide and flight information manual".

(2) Operator license category II; flight instruction:

A) The operator shall be authorized to provide flight training, including, but not limited to, flight review, biannual flight check, advanced rating and ground school instruction, necessary to prepare an individual to take all examinations required to obtain a pilot's license or rating.

B) The operator shall have available at least one FAA certified flight instructor to cover the type of training offered. Such instructor shall be an employee of the operator, or shall have a category II operator license from the city.

C) The operator shall comply with relevant sections of FAA part 141 regulations.

(3) Operator license category III; aircraft charter and air taxi:

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A) The operator shall be authorized to provide air transportation of individuals or property to the general public for hire, including charter and commercial operations as defined in the federal aviation act and FAA part 135 regulations as amended or replaced.

B) The operator shall have available at least one pilot rated by the FAA to permit the flight activity offered by the operator. Such pilot shall be an employee of the operator or shall have a category III operator license from the city.

(4) Operator license category IV; aircraft sales:

A) The operator shall be authorized to sell new or used aircraft through franchises, licensed dealerships, or distributorships.

B) The operator shall provide adequate arrangements for repair and servicing of aircraft during any sales guarantee or warranty period. The operator shall not conduct any repair or servicing of aircraft beyond the sales guarantee or warranty period.

C) The operator shall have available at least one individual having a current private pilot certificate and hour requirements as specified by the FAA for the type and category of aircraft to be demonstrated for sale. Such pilot shall be an employee of the operator or shall have a category IV operator license from the city.

D) An applicant must file proof that it holds a valid sales or distributorship franchise with the city clerk before being granted a category IV operator license.

(5) Operator license category V; aircraft rental:

A) The operator shall be authorized to rent aircraft for operation by student pilots or other pilots not employed by the operator.

B) The operator shall have properly certificated airworthy aircraft available for rental. The operator shall either own such aircraft, or shall rent such aircraft under a written lease. The operator shall provide all documentation regarding the ownership or lease of the aircraft to the city upon demand.

C) The operator shall have on hand, at all times, proper checklists and operating manuals for every aircraft available for rental.

D) Before entering into an agreement to rent or lease an aircraft to any person, the operator shall deliver to such person written notice which contains all of the following information:

1) Whether the operator maintains insurance coverage for liability arising from the use or maintenance of the aircraft.

2) If liability coverage is provided, the limits of such coverage, the amount of any deductible and a statement that the lessee may obtain from the lessor or the lessor's insurance agent a copy of a certificate of coverage that provides further information about any limitations of coverage or other terms of coverage.

E) The operator shall have available at least one FAA certified flight instructor having a current commercial pilot license. This flight instructor shall either be an employee of the operator or shall have a category II operator license from the city.

(6) Operator license category VI; Aircraft airframe and power plant repair and maintenance:

A) The operator shall be authorized to maintain and repair aircraft, power plants, and accessories, and may sell aircraft parts and accessories.

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B) The operator shall have available at least one individual who is certified by the FAA with ratings appropriate for the work being performed, who shall hold either an airframe or a power plant rating, or both. This individual shall be an employee of the operator or shall hold a category VI operator license from the city.

C) The operator shall have available the equipment, supplies and parts, sufficient to perform all maintenance and repairs upon airframes or air power plants under manufacturer's recommendations of the aircraft being serviced. If such equipment, supplies and parts are not immediately available, the operator shall have a source of supply from which the same can be obtained upon a reasonable notice.

D) The operator shall file with the city clerk all FAA certifications required to operate its business under this operator license category.

(7) Operator license category VII; Aircraft painting or repair of interiors:

A) The operator shall be authorized to paint aircraft and repair, rehabilitate, and renovate aircraft interiors.

B) The operator shall provide the building necessary for painting operations, if the operator provides that service. Such building shall include a segregated painting area meeting all applicable federal, state and local code requirements.

C) The operator shall have at least one individual available during normal hours of operation who is qualified to do repairs for which the operator is licensed. Such individual shall be an employee of the operator or shall hold a category VII operator license from the city.

(8) Operator license category VIII; FAA authorized repair station for avionic sales and services:

A) The operator shall be authorized to engage in the operation of an FAA authorized repair station to repair aircraft radios, instruments and accessories for general aviation aircraft, and to sell new or used aircraft radios, instruments and accessories.

B) The operator shall have available at least one individual who is a FCC rated repair technician. Such individual shall either be an employee of the operator or shall hold a category VIII operator license from the city.

C) The operator shall file its FAA license and its FCC rating with the city clerk.

(9) Operator license category IX; Aircraft parking and storage: The operator shall be authorized to engage in the temporary or permanent parking or storage of aircraft.

(10) Operator license category X; Specialized commercial flying services:

A) The operator may provide air transportation for only those activities that are expressly authorized by the operator license issued to such operator.

B) The operator shall lease from the city an area of sufficient size from which to safely conduct business.

C) Each operator engaged in the business of crop dusting or other commercial use of chemicals shall:

1) Except as otherwise authorized by the manager, provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing.

2) Abide by all state and federal regulations relating to safe storage and containment of noxious and hazardous waste and stored chemicals. Where no such regulations exist, the operator shall follow all reasonable procedures for handling such materials as are required by the manager.

3) Provide the city with copies of all applicable permits and approvals required by the Wisconsin

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department of agriculture, trade and consumer protection and any other applicable regulatory agency.

4) Place facilities related to such operations in a location on the airport which will provide the greatest safeguard to the public, as directed by the manager.

5) Provide tank trucks or similar facilities for the handling of liquid spray and mixing liquids.

6) Provide adequate ground equipment for the safe handling and safe loading of dusting materials.

D) The operator shall have at least one individual on duty during appropriate business hours who holds a current FAA commercial certificate properly rated for the aircraft to be used and the type of operation to be performed.

(B) No operator license shall be transferred without the prior approval of the board. The board may require a complete application from the intended transferee before considering any transfer.

(C) Nothing in this chapter shall be interpreted to give any operator or applicant a right to an exclusive license or right of operation.

11-6-8: Operator license application:

(A) Application requirements: An applicant shall make a written application on forms prescribed by the city. The application shall contain the following information:

(1) Applicant's legal name, business address and business telephone number.

(2) If applicant is other than a natural person, the following information:

A) The legal basis upon which the applicant exists, including the home state of the applicant and if the home state is other than Wisconsin the basis upon which the applicant is authorized to do business in Wisconsin.

B) The legal name, home and business addresses, telephone number and e-mail addresses [if any] of each officer, director or other person possessing authority to act on behalf of the applicant and the nature of such authority.

(3) The business that the applicant intends to conduct at the airport.

(4) A description of the space or area on the airport needed to conduct the commercial activity and a request to use such space or area.

(5) Applicant's intended use of airport land, buildings, and other facilities.

(6) The legal name, home and business address, telephone number and e-mail address [if any] of each person who will be responsible for the operator's day to day operations at the airport.

(7) Proof of compliance with all applicable state and federal requirements. Such proof shall include, but shall not be limited to, proof that the applicant holds current licenses for the business that applicant intends to conduct or proof that the applicant has the qualifications necessary to obtain and maintain such licenses.

(8) Proof of insurance with coverage limits that comply with the minimum requirements established from time to time by the board.

(B) Documents: As a part of the application, the applicant shall provide:

(1) Copies of the owner's aircraft registration and aircraft lease documents.

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(2) Copies of all activity licenses, permits, and certificates needed for the type of operation to be performed.

(C) Fees: The fee for processing an application for any license required by this chapter shall be set by the board. Such fee shall be tendered at the time the application is submitted.

(D) Action on the application:

(1) No application shall be considered until the complete application is submitted to the board or the board's designee and the required application fee has been paid. An application that meets all the requirements of subsections 11-6-8(A) and (B) of this chapter shall be considered complete.

(2) The board or the board's designee shall review each complete application to determine whether the applicant has adequately demonstrated that the applicant has complied with those items set forth in this chapter. The board or the board's designee may conduct such investigation into the content of the application as considered necessary. If such investigation is conducted by the board's designee he or she shall within 30 days following the filing of the application refer such application to the board for final action or administratively approve or deny such application if authorized to do so by the board. Failure by the designee to approve or deny an application for which approval authorization has been delegated by the board within 30 days following the filing thereof shall be deemed to be a denial thereof as of the 30th day following the filing of such application unless such application has been referred to the board for final action. The board shall consider an application referred to the board for action within 30 days following the referral. Failure of the board to act upon an application within 30 days following the referral shall be deemed to be a denial thereof as of the 30th day following such referral.

(3) The board's designee, or the board if an application is referred to the board for final decision, may condition approval of the application upon the addition of such terms and conditions as may be considered necessary to protect the public, ensure safe operation of the airport, and ensure appropriate development of the business and of the airport.

(4) A final decision on the application shall be made within 60 days following submission of a complete application, including a decision approving or denying any request for the lease of a municipal hangar. If an application is denied, the reasons for such denial shall be given to the applicant in writing and the application fee shall be refunded to the applicant.

(E) The applicant shall be under a continuing duty to report changes in the information on the approved application to the city clerk.

(F) Issuance of license: Each approved license shall be issued by the city clerk within 10 days following approval thereof. No activity for which a license is required shall be undertaken by an applicant until a license authorizing such activity has been issued.

(G) Other approvals: Issuance of a license shall not relieve the applicant from obtaining other licenses and approvals required by the city or other governmental authority having jurisdiction.

11-6-9: Leases:

(A) Application. Any person that wants to lease land or improvements on the airport shall file an application with the board or the board's designee. Such application shall include:

(1) The applicant's legal name, business address and business telephone number.

(2) If the applicant's is other than a natural person, the following information:

A) The legal basis upon which the applicant exists, including the home state of the applicant and if the home state is other than Wisconsin the basis upon which the applicant is authorized to do business in Wisconsin.

B) The legal name, home and business address, telephone number and e-mail address [if any] of each

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officer, director or other person possessing authority to act on behalf of the applicant and the nature of such authority.

(3) The applicant's intended use of airport land, buildings, and other facilities, including the estimated number of takeoffs and landings per year.

(4) An estimate of costs to be incurred by the applicant for development and improvements to the airport to provide the intended service.

(5) A schedule for development and construction of improvements.

(6) The legal name, home and business address, telephone number and e-mail address [if any] of each person who will be involved with the use of the leased premises at the airport.

(7) A current financial statement or other information adequate to demonstrate, to the satisfaction of the board, that the applicant has the financial resources to fulfill the applicant's obligations under the lease.

(8) A statement setting out the involvement of the applicant, or any officer, director or agent of the applicant, with any other person operating at the airport at the time of such application. If the applicant or any officer, director or agent of the applicant, is involved with such other person as an officer, director or agent, the applicant shall also state whether such other person is in conformance with all leases, operator licenses, and other contracts between the city and the such other person.

(9) Copies of the owner's aircraft registration and aircraft lease documents.

(10) Proof of insurance with coverage limits that comply with the minimum requirements established from time to time by the board.

(B) Action on the application:

(1) No application shall be considered until the complete application is submitted to the board or the board's designee. An application that meets all the requirements of subsection 11-6-9(A) of this chapter shall be considered complete.

(2) The board or the board's designee shall review each complete application to determine whether the applicant has adequately demonstrated that the applicant has complied with those items set forth in this chapter. The board or the board's designee may conduct such investigation into the content of the application as considered necessary. If such investigation is conducted by the board's designee he or she shall within 30 days following the filing of the application refer such application to the board for final action or administratively approve or deny such application if authorized to do so by the board. Failure by the designee to approve or deny an application for which approval authorization has been delegated by the board within 30 days following the filing thereof shall be deemed to be a denial thereof as of the 30th day following the filing of such application unless such application has been referred to the board for final action. The board shall consider an application referred to the board for action within 30 days following the referral. Failure of the board to act upon an application within 30 days following the referral shall be deemed to be a denial thereof as of the 30th day following such referral.

(3) Approval of the application may be conditioned upon the addition of such terms and conditions as may be considered necessary to protect the public, ensure safe operation of the airport, and ensure appropriate development of the business and of the airport.

(4) A final decision on the application shall be made within 60 days following submission of a complete application. If an application is denied the reasons for such denial shall be given to the applicant in writing.

(5) The applicant shall be under a continuing duty to report changes in the information on the approved application to the city clerk.

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(6) The applicant shall enter into a written lease with the city within 30 days after a final decision approving the application. This time period may be extended for good cause.

(7) If the applicant does not enter into a written lease with the city within the time set forth in this section, the approval shall be considered withdrawn and the application voided. The applicant may then file a new application under this chapter, which application shall be reviewed according to the provisions of this chapter.

(C) Every lease shall contain, at a minimum, the following information and provisions:

(1) The time period covered by the lease;

(2) The amount to be paid for the annual rental of space;

(3) A description of the structures and land to be used by the lessee;

(4) A description of the business to be operated, if any;

(5) A requirement that the lessee obtain and maintain insurance as required by this chapter, with the city named as an additional insured;

(6) A requirement that the lessee maintain the leased premises in good condition and a listing of such maintenance requirements;

(7) A requirement that any modification of the lease shall be made in a writing signed by the lessee and by a representative of the board;

(8) A provision that the lessee shall not sublease the leased premises without prior written authorization from the board;

(9) If the lessee is an operator that is to be open to the public, the lease shall contain a requirement that the lessee have its business open and services available at reasonable hours and provide for qualified personnel to be in attendance during normal operating hours;

(10) If the lessee is an operator whose business involves air transportation, the lease shall contain a requirement that the lessee have available at least one properly certified aircraft equipped for the type of transportation offered;

(D) No lessee shall transfer or assign any lease without prior written authorization of the board. If lessee is an entity, the sale or other transfer of a majority ownership interest in such entity shall be considered to be a transfer. The board's authorization to transfer or assign shall not be unreasonably withheld.

(E) It is in the public interest that the city encourage airport development in those areas where substantial construction costs are incurred by lessees, particularly when such construction is of industrial hangars, commercial hangars or private hangars on airport property. To encourage such construction, the board may approve long-term leases, low-rent leases, leases that provide for re-examination and readjustment of rates and charges at specified times during the lease term, and any other type of lease that furthers this public interest.

(F) Each lessee shall keep its leased property free from all fire hazards.

(G) All lessees shall supply and maintain adequate and readily accessible fire extinguishers approved by underwriters laboratories.

(H) No person shall effect structural or decorative change of any structure without prior written permission of the board.

(I) Lessees shall be fully responsible for all damages to buildings, equipment, real property, and appurtenances in the

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ownership or custody of the airport caused by negligence, abuse or carelessness by the lessee's employees, agents, customers, visitors, suppliers, or persons with whom the lessee does business.

(J) Lease rates. Rates for leasing city owned or controlled property at the airport shall be set from time to time by resolution of the board.

(K) Insurance. Every lessee of city owned or controlled property at the airport shall maintain at all times insurance coverage conforming to the minimum requirements established from time to time by the board.

11-6-10: Airport operation:

(A) Finances:

(1) All revenue derived from the use of the airport shall be collected by the city treasurer. The city treasurer shall maintain records of all such receipts, and shall deposit such revenue into a separate and segregated fund.

(2) The expenditures from such fund shall be made only upon approval of the board or the board's designee.

(3) The revenues shall be used only for maintenance, operation, improvement, acquisition, and general management expenses of the airport.

(B) Zone uses:

(1) Apron areas shall only be used for temporary parking and servicing of aircraft.

(2) Commercial aviation areas shall only be used for the conducting of business activities by operators, and storage of aircraft and materials connected with such commercial activities.

(3) Commercial hangar areas shall only be used for storage of commercial aircraft and storage of motor vehicles when such aircraft is in use.

(4) Industrial hangar areas shall only be used for storage of industrial aircraft and storage of motor vehicles when such aircraft is in use.

(5) The Municipal terminal area shall be maintained by the city for the use of all patrons of the airport.

(6) Private hangar areas shall only be used for the storage of private aircraft and storage of motor vehicles when such aircraft is in use.

(7) Public areas shall be open for the use of the public for any use reasonably related to the use of the airport and not otherwise prohibited by this chapter.

(8) Tie down areas shall only be used for the long term parking, tying down, and storage of aircraft.

(9) The utility and service area shall be reserved for use by persons expressly authorized by the board.

(C) Special activities: No person shall conduct any of the following activities on, from, or over the airport without the prior approval of the board:

(1) Aerobatic flight.

(2) Ground demonstration.

(3) Fly-in.

(4) Balloon flights.

(5) Parachuting.

(6) Flour bombing.

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- (7) Sky diving.
- (8) Operation of ultra-light aircraft.
- (9) Operation of model or radio controlled aircraft flights.
- (10) Meetings, conventions, picnics or other such gatherings involving more than 10 people.
- (11) Any other activity that is outside of the normal operation of the airport and that may affect the safe or efficient operation of the airport.

(D) Cleaning of Aircraft: No person shall use any volatile, flammable liquid having a flash point of less than 130 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose unless such operations are conducted in a room specifically set aside and state approved for that purpose. Such room shall be properly fireproofed and shall be equipped with adequate, readily accessible, state approved fire extinguishing apparatus.

(E) Flammable and combustible materials storage:

(1) Liquids: Flammable and combustible liquids may be stored in a hangar or other structure at the airport only in strict conformity with NFPA standard no. 30 (Flammable and combustible liquids code-2015 edition) and any subsequent editions amendatory and supplemental thereto.

(2) Signal flares: No person shall keep or store any signal flare or other similar material in any hangar or other structure on the airport, unless such material is stored in rooms or cabinets specifically approved for such purpose by underwriter laboratories. This type of material may be kept in aircraft provided it is in approved receptacles installed in the aircraft for storage of such material.

(F) Doping and painting:

(1) No doping of areas larger than two square feet shall be conducted on the airport, except in properly fireproofed and ventilated rooms or buildings in which all illuminations, wiring, heating, ventilation equipment, switches, outlets and fixtures are explosion-proof, spark-proof and vapor-proof. In addition, all doors and windows in such room shall open easily. Such room shall meet all federal, state and local building codes.

(2) Painting of more than 10 square feet shall not be permitted on the airport except in licensed repair shops.

(3) No aircraft painting or doping is permitted in any municipal hangar.

(G) Fueling and defueling aircraft:

(1) Fueling operations:

A) No aircraft shall be fueled or defueled while the engine is running.

B) No aircraft shall be fueled or defueled while the engine is being warmed by application of heat from the exterior of the engine.

C) No aircraft shall be fueled or defueled while such aircraft is in a hangar or other enclosed space unless such aircraft is fueled or defueled in connection with repair or maintenance operations by an operator holding a license authorizing such repair or maintenance operations.

D) No individual shall smoke within 100 feet of an aircraft being fueled or defueled.

E) No individual shall operate any radio transmitter or receiver in an aircraft during fueling or defueling.

F) No individual shall switch any electrical appliance off or on in an aircraft during fueling or defueling.

G) No individual shall use any material or equipment during fueling or defueling of aircraft which is likely

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to cause any spark or flame.

H) No person shall start the engine of any aircraft when there is any excess fuel under such aircraft.

I) Fueling hoses and equipment shall be maintained in good, nonleaking condition. All fueling hoses and equipment shall be approved by the national board of fire underwriters.

J) All hoses and equipment used in fueling or defueling operations on the airport shall be equipped with a grounding device approved by the manager.

K) No aircraft shall be fueled or defueled while passengers are on board, unless the aircraft doors are locked open.

L) All persons engaged in the fueling and defueling of aircraft shall exercise due care to prevent the overflow of fuel during such operations.

M) All persons engaged in the fueling or defueling of aircraft shall remove all volatile liquids spilled during such operations.

N) No person shall use any portable container for storage or transport of fuel, except:

- 1) Under circumstances constituting an emergency under any local, state or federal rule or regulation.
- 2) Those uses pertaining to airport maintenance.

(H) Weapons and explosives: Unless expressly authorized by a clearly preemptive state or federal law, no person shall carry or cause to be carried any weapon or explosive on the airport, except as follows:

- (1) Legally encased sporting guns for transshipment.
- (2) Peace officers acting within the scope of their employment.
- (3) Post office employees acting within the scope of their employment.
- (4) Airport employees acting within the scope of their employment.
- (5) Members of the armed forces of the United States on official duty.
- (6) Persons with written authorization of the board or the board's designee to harvest game on the airport.

(I) Flammable liquids:

(1) No person shall carry or cause to be carried on the airport any flammable liquid, except petroleum products, solvents, or other liquids used in the normal fueling, repair, or operation of aircraft.

(2) No person shall carry or cause to be carried in the airport terminal any flammable liquid of any type.

(J) Use of roads and walkways:

(1) No person shall travel on the airport other than on the roads, walks or places provided for the particular class of traffic.

(2) No person shall occupy the roads or walkways in such a manner as to hinder or obstruct their proper use.

(K) Animal restrictions: No animal shall be permitted on the airport, except:

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- (1) Seeing eye dogs, or dogs assisting the handicapped;
- (2) Animals that are to be transported by air, and that are properly confined for such transportation;
- (3) Animals restrained by leash not more than six feet long, or otherwise properly confined.

(L) Use of shop areas: No shop, garage, equipment or facility shall be used by any person other than one to whom the item is leased, or an employee of such person.

(M) Solicitation: No person shall solicit fares, alms, or funds for any purpose on the airport without prior permission of the board.

(N) Open-flame operations: No person shall conduct open-flame operations on the airport without the written permission of the manager.

(O) Smoking: No person shall smoke on the airport apron, in any hangar or shop, service station area, gasoline storage area or in any building, room or within 100 feet of any fueling or defueling operations or where otherwise prohibited by state law.

(P) Trash:

- (1) All waste, rags, and other rubbish shall be kept in metal containers with self-closing covers.
- (2) All waste, rags, and other rubbish shall be removed by each operator and lessee daily.

(3) Each operator and lessee shall be responsible for the proper storage, transporting and disposal of all waste, rags, and other rubbish generated by that person. If any such material escapes from the vehicle transporting it, the person transporting it shall be responsible for cleanup of such material. If the person does not clean up such material to the satisfaction of the manager, the manager shall have the material satisfactorily cleaned up, and shall charge the person with the cost of such clean up.

(4) No person shall permit the accumulation or storage of crates, boxes, barrels or other containers on its premises.

(5) Trash and garbage containers shall only be placed in areas designated by the manager.

(6) Every user shall keep the area for which that user is responsible clean and sanitary at all times.

(7) No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped anywhere on the airport. All such materials shall be disposed of as required under federal, state, and local law.

(Q) Property damage: Any person damaging any light or fixture shall report such damage to the manager's office immediately. Such person shall be fully responsible for any costs required to repair or replace the damaged item.

(R) Floor care: Each user shall keep the floors of the hangars, hangar areas and terminal apron and ramp areas used by them clean and clear of oil, grease and other materials or stains, except as specifically authorized by the board.

(S) Storage of Equipment: No person shall store or stack materials or equipment in such a manner as to constitute a hazard to people or property.

(T) Municipal hangar regulations:

(1) Each person using a municipal hangar shall extinguish all lights and disconnect all electrical appliances before leaving such hangar.

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(2) Each person using a municipal hangar shall close and secure the hangar doors when leaving the hangar for more than one hour.

(3) Each person using a municipal hangar shall report any malfunctioning of hangar doors or equipment to the manager promptly.

(U) Equipment and miscellaneous in apron area:

(1) All ramp equipment shall be parked and kept in a neat and orderly manner.

(2) No receptacles, chests, cases, or housing shall remain on the apron or ramp areas except as approved in writing by the manager.

(V) Miscellaneous provisions:

(1) No person shall engage in a course of conduct that adversely affects the safe or efficient operation of the airport, airport employees, or other airport personnel.

(2) No person shall resist or obstruct an airport employee while such employee is doing any act in an official capacity and with lawful authority. "Obstruct" includes, without limitation, knowingly giving false information to the employee with intent to mislead him or her in the performance of his or her duty.

(3) During time of war or national emergency, the board may grant a right of use of any or all airport facilities to the United States of America for military use. All rights of use of all airport users are subject to such grant. If such right of use is granted, it shall suspend all operating privileges of all other users of the airport, and shall not be considered a taking of property.

(W) No person shall engage in any activity that:

(1) Obstructs the view of persons operating aircraft on the ground at the airport.

(2) Makes it difficult for pilots to distinguish between airport lights and other lights.

(3) Results in glare in the eyes of pilots using the airport.

(4) Impairs visibility in the vicinity of the airport.

(5) Endangers or is hazardous to the landing, taking off or maneuvering of aircraft using the airport.

(6) Creates a radio hazard on or in the immediate vicinity of the airport.

11-6-11: Aircraft operation:

(A) Aircraft registration:

(1) The owners of all aircraft based on the airport shall register their aircraft with the manager's office within seven days after bringing the aircraft on the airport, and before beginning operations.

(2) If there is any change in the ownership of a registered aircraft, the registered owner or owners shall report such change of ownership to the manager within seven days following the transfer of ownership. The new owner or owners shall register the aircraft within 14 days following the transfer of ownership.

(B) Aeronautical activities: All aeronautical activities at the airport and above the airport, shall be conducted in

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conformity with orders issued by the board and the current pertinent provisions of the Wisconsin state aeronautics board.

(C) Accidents and incidents:

(1) Any person involved in any aircraft accident or incident occurring on the airport shall, within 10 business days, make a full written report thereof to the manager. Such report shall be made on a form provided by the manager.

(2) When a written report of an accident or incident is required by FAA regulations, a copy of such report shall be submitted to the manager in lieu of the report required by this section.

(3) All disabled aircraft, parts of such aircraft, and all debris related to such aircraft shall be promptly removed from all areas where the public can see such items and from the landing area.

(4) If any person refuses to move a disabled aircraft as directed by the manager, the manager may have the aircraft towed away at the expense of the aircraft owner or operator. Neither the city, the board, the manager, nor any person towing such aircraft at the direction of the manager shall be liable for any damage that may result in the course of, or at any time following, such towing.

(5) Subsections (C)(1) through (C)(4) of this section shall be subject to NTSB Regulation 830.

(D) Warm-up: No aircraft shall perform warm-up or engine test operations in any area that would result in a hazard to other aircraft, persons or property.

(E) Taxiing rules:

(1) Each individual operating an aircraft shall visually inspect the area surrounding the aircraft before beginning any operation involving the movement of the aircraft.

(2) No person shall taxi an aircraft until he or she has determined that there will be no danger of collision with any individual or object as a result of such taxiing.

(3) No aircraft shall be taxied in a careless or reckless manner.

(4) No aircraft shall be taxied except at a safe and reasonable speed.

(5) All aircraft shall be taxied under prescribed taxiing patterns.

(6) No person shall start or run any engine in any aircraft unless a competent person is in the aircraft attending the engine controls.

(7) Blocks shall be placed in front of the wheels of all aircraft before starting any engine on such aircraft unless such aircraft is provided with adequate brakes.

(8) No person shall run any engine of an aircraft so as to cause damage to other aircraft or property, or in such a manner as to blow paper, dirt, or other materials across taxiways or runways in such manner as to endanger the safety or operations on the airport.

(F) Landing and take-offs:

(1) Each person landing or taking off from the airport shall follow the following procedures:

A) Landing aircraft shall maintain traffic pattern altitude until turning onto base leg before commencing final approach.

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B) Aircraft taking off from the airport shall climb out straight ahead from the end of the runway until at least 400 feet above ground level. However, aircraft making practice take-offs and landings, shall make their first turn at a point at least 1,000 feet beyond end of the runway and at an altitude of not less than 400 feet above ground level, continuing to climb after their first turn until the aircraft reaches an altitude of at least 800 feet above ground level.

C) Each person landing or taking off from the airport shall maintain a left-handed rectangular traffic pattern, unless otherwise directed by the manager.

(2) Take-offs and landings over populated areas shall be kept to a minimum for public safety and convenience.

(3) Pilots possessing a student permit only shall only land or take off at the airport while on a cross-country flight to further their aeronautical knowledge, or while under the supervision of a qualified instructor.

(4) No motorless aircraft, nor any aircraft with a total loaded weight of more than 30,000 pounds, shall land or take off from the airport without the prior authorization of the manager.

(G) Aircraft parking: No person shall park any aircraft on other than the apron areas or tie down areas without the prior written permission of the manager.

(H) Rotorcraft shall not operate within 200 feet of any area where light aircraft is parked or operating, except for refueling operations.

(I) Miscellaneous regulations: No person shall use oil warming devices or electrical heating devices for an aircraft unless such devices are an integral part of the aircraft.

(J) Reckless flying; penalty:

(1) In this subsection, "drug" means:

A) Any substance recognized as a drug in the official U.S. pharmacopoeia and national formulary or official homeopathic pharmacopoeia of the United States or any supplement to either of them;

B) Any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease or other conditions in persons or other animals;

C) Any substance other than a device or food intended to affect the structure or any function of the body of persons or other animals; or

D) Any substance intended for use as a component of any article specified in subsections (J)(1)A) to (J)(1)C) of this subsection, but does not include gases or devices or articles intended for use or consumption in or for mechanical, industrial, manufacturing or scientific applications or purposes.

(2) In this subsection, "controlled substance" has the meaning set forth in the controlled substances act under the Wisconsin statutes.

(3) No individual may operate an aircraft in the air or on the ground or water while under the influence of intoxicating liquor or controlled substances or a combination thereof, under the influence of any other drug to a degree which renders him or her incapable of safely operating an aircraft, or under the combined influence of intoxicating liquor and any other drug to a degree which renders him or her incapable of safely operating an aircraft, nor operate an aircraft in the air or on the ground or water in a careless or reckless manner so as to endanger the life or property of another. In determining whether the operation was careless or reckless the court shall consider the standards for safe operation of aircraft prescribed by federal statutes or regulations governing aeronautics. The court shall make a written report of all convictions, including bail or appearance money forfeitures obtained under this

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subsection to the Wisconsin department of transportation, which shall send the report to the proper federal agency.

(4) Any person violating any provision of this subsection shall upon conviction be subject to a class 5 forfeiture for the first offense and a class 2 forfeiture for the second or subsequent offense.

11-6-12: Flying clubs:

(A) Each member of a flying club must be a bona fide partner, member or shareholder in the club. The ownership of a flying club shall be divided equally among the partners, members or shareholders.

(B) No flying club shall derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of its aircraft.

(C) Club aircraft may only be operated by bona fide club members. Such aircraft shall not be used for hire, charter, air taxi, or other commercial activities.

(D) Flight instruction may be given in club aircraft to club members, so long as such flight instruction is given by an operator holding a Category II operator license. The giving of such instruction shall not be considered commercial use of club aircraft.

(E) Each flying club shall file a complete list of the club's membership with the city clerk. Such list shall be updated upon any change of membership, but no less often than annually. Such list shall set forth each club member's name, address, telephone number, type of ownership interest in the club, and the extent of that ownership interest.

(F) Each flying club shall enter into a lease at the airport.

(G) Each flying club shall provide the city with copies of aircraft registrations for each club aircraft.

(H) Each flying club shall maintain a master flight log describing the use category of each of the club's aircraft and the purpose of each flight made. When a flight is made for flight instruction, the log entry shall also include the student's name, the flight instructor's name, and the flight instructor's operator license number. This log shall be made available to the board upon request.

(I) Each flying club shall maintain insurance with coverage limits that comply with the minimum requirements established from time to time by the board and shall file proof of such insurance with the board or the board's designee.

(J) A flying club may conduct noncommercial ground activities involving club members and their immediate families, in the area leased by it, without prior approval. All other activities of a flying club must be approved by the board before the activity is to take place, and no flying club, nor any member of such a club, shall conduct any such activity at the airport without such prior approval.

(K) The area in which a flying club's activities may be conducted shall be designated by the board. The board may change this area from time to time, in the interests of safe and efficient use of the airport. This area may or may not correspond to the area leased by the club.

11-6-13: Airport activity clubs:

(A) No airport activity club shall derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of its aircraft.

(B) Club aircraft may only be operated by bona fide club members. Such aircraft shall not be used for hire, charter, air taxi, or other commercial activities.

(C) Flight instruction may not be given in club aircraft.

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(D) Each airport activity club shall file a complete list of the club's membership with the city clerk. Such list shall be updated upon any change of membership, but no less often than annually. Such list shall set forth each club member's name, address, telephone number, type of ownership interest in the club, and the extent of that ownership interest.

(E) Each airport activity club shall provide the city with copies of aircraft registrations for each club aircraft.

(F) Each airport activity club shall maintain a master flight log describing the use category of each of the club's aircraft and the purpose of each flight made. This log shall be made available to the board upon request.

(G) An airport activity club may conduct noncommercial ground activities involving club members and their immediate families, in the area leased by it, without prior approval. All other activities of an airport activity club must be approved by the board before the activity is to take place, and no airport activity club, nor any member of such a club, shall conduct any such activity at the airport without such prior approval. The board shall not approve an activity unless the applicant provides proof of insurance with coverage limits that comply with the minimum requirements established from time to time by the board.

(H) The area in which an airport activity club's activities may be conducted shall be designated by the board. The board may change this area from time to time, in the interests of safe and efficient use of the airport.

(I) At least 24 hours before each airport activity club activity, except ground activities, the club shall request the manager to file an appropriate NOTAM. Such request shall include the date, beginning time and the ending time of the activity. Such request shall be made by a bona fide officer of the club.

(J) If any aerial activity of an airport activity club is to occur within federal aeronautical regulations part 77 airspace, the club shall provide, at its own expense, appropriate radios, operating on the airport's unicom frequency and meeting all FCC and FAA requirements. No aerial activities shall be conducted by the club unless such radio is operating and attended. The individual attending such radio shall be properly trained in its use and shall notify all nearby aircraft of the club activities. The individual attending such radio shall not be engaged in any other activity during such attendance.

(K) If any aerial activity of an airport activity club is to take place more than 500 feet above ground level the club shall, at all times during such activities, maintain radio contact with VFR advisories with Rockford approach control. The club shall notify Rockford approach control before beginning each such aerial activity and again upon completion of each such activity. The club shall also notify all local air traffic of such activity, on the local unicom frequency, immediately before and upon completion of such activity.

(L) Each airport activity club shall maintain and make available to the manager a club activity record describing each activity conducted by the club, except ground activities on the area leased by the club. Such activity records shall include, at a minimum, names of participants, type of activities, number and times of functions, name and address of radio operator, and the complete radio operation log.

11-6-14: Civil Air Patrol:

(A) Aircraft owned by Civil Air Patrol, Inc., shall not be classified as club aircraft, commercial aircraft, or industrial aircraft.

(B) Civil Air Patrol aircraft shall be operated under Civil Air Patrol regulations.

11-6-15: Vehicular traffic regulation:

(A) Registration: No individual shall operate any motor vehicle on the airport except on public thoroughfare without first registering the motor vehicle with the manager and obtaining written permission for such operation. Emergency equipment is exempt from this provision.

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(B) Licensing: No individual shall operate motorized ground equipment on the airport without a valid operating license for such equipment issued by such individual's state of residence.

(C) Speed limits:

(1) No individual shall operate a motor vehicle on the airport in a reckless or negligent manner, or more than the applicable speed limits.

(2) No individual shall operate a motor vehicle more than 15 miles per hour on the ramp, apron, aircraft parking and hangar areas.

(D) Right of way:

(1) Pedestrians and aircraft shall have the right of way over vehicular traffic at all times.

(2) All vehicles shall pass to the rear of taxiing aircraft.

(E) Accident Reports: Any individual involved in an accident on the airport shall file a written report with the city police department as soon as possible, but not later than 24 hours from the time of the accident.

(F) Lighting requirements:

(1) All vehicles operating on the airport between sunset and sunrise shall have fully operating headlights and tail lights visible for at least 500 feet.

(2) All fuel trucks and service vehicles shall carry an overhead 360 degree revolving amber beacon.

(3) In addition to those requirements set forth in subsections (F)(1) and (F)(2) of this section, all vehicles operating on the airport shall meet all applicable FAA lighting requirements.

(G) Every individual operating a motor vehicle on the airport shall give proper signals, and shall comply with all posted traffic signs.

(H) No individual under the influence of liquor or narcotic drugs shall operate a motor vehicle on the airport.

(I) No individual shall operate any motor vehicle on the airport if such motor vehicle is overloaded or carrying more passengers than that for which the vehicle was designed.

(J) No individual shall ride on the running board of a vehicle or otherwise ride on the outside of a motor vehicle while such vehicle is in motion. For purposes of this subsection, the bed of a pickup truck shall not be considered the outside of a motor vehicle.

(K) No individual shall stand up in the body of a motor vehicle while that motor vehicle is in motion.

(L) No individual shall operate a motor vehicle while any other individual's arms or legs are protruding from the body of such motor vehicle.

(M) No motor vehicle shall be operated on the airport if it is so constructed, equipped, or loaded as to endanger people or property.

(N) No individual shall operate a motor vehicle on the airport unless such vehicle is equipped with exhausts protected by screens or baffles to prevent the escape of sparks and the propagation of flame on the airport.

(O) Parking:

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(1) No individual shall park a motor vehicle on the airport, other than in areas specifically established for parking and in the manner prescribed by signs, lines, or other means, unless such parking is approved in advance by the manager.

(2) A lessee may park automobiles inside leased space only when the aircraft is in use, or when the lessee is on an extended trip by aircraft.

(3) All employees of firms conducting business at the airport shall park in areas specifically designated for employee parking.

(4) Any motor vehicle parked in violation of this section may be towed or otherwise moved at the direction of the manager and at the owner's or operator's expense.

(P) No person shall abandon any motor vehicle on the airport.

(Q) Ground transportation:

(1) No carrier for hire shall load or unload passengers at the airport at any place other than that designated by the manager.

(2) No carrier for hire shall operate on the airport without prior approval of the board.

(3) Emergency vehicles are exempt from the provisions of this section.

11-6-16: Pedestrians:

(A) No pedestrian is allowed on the airport except in the terminal, on public thoroughfares, or on the apron or aircraft tie-down areas while embarking or disembarking from an aircraft, without first registering with the manager and obtaining written permission for his or her presence elsewhere on the airport.

(B) The manager may give permission for pedestrian traffic into prohibited areas. The authority hereby granted may be delegated to the supervisor by the manager.

(C) Right of way:

(1) Pedestrians shall have the right of way over vehicular traffic at all times.

(2) Aircraft shall have the right of way over pedestrians at all times.

(3) All pedestrians shall pass to the rear of taxiing aircraft.

11-6-17: Building regulations:

(A) Before commencement of any construction, alteration, repair or removal of any structure on the airport, the plans for such work shall be presented to the board for its approval. The board shall review such plans to determine if the proposed work conforms with zoning map A - Monroe municipal airport and zoning map B - Monroe municipal airport. The board shall also determine whether the proposed work will be consistent with then-existing structures and the plans for future development of the airport. If the proposed work conforms, and is consistent, the board shall approve the plans for submittal to the building department for its approval. No work shall be allowed unless the plans have been approved by the board and the building department.

(B) No structure shall be constructed, altered, repaired or removed, unless the owner or lessee of such structure has obtained a license approved by the board for such work. Such license shall be posted along with the building permit authorizing such work.

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(C) No tree may be planted without a permit from the board. The building inspector may order any tree planted without a permit to be removed at the expense of the person that planted such tree.

(D) The board shall not authorize the construction, alteration, or repair of any structure that would become a greater hazard to air navigation than it is when the application for license is made.

(E) As a precondition to the issuance of any license under this section, the applicant for such license shall be required to grant the city permission to install, operate and maintain such markers and lights on such structure as are considered necessary to show the presence of an airport hazard. Installation, operation, and maintenance of such markers and lights shall be at the sole expense of the city.

(F) All hangars shall be of metal or masonry construction, or of a pole-type construction with an exterior metal covering.

(G) All construction, alteration, and repair of structures on the airport shall be in compliance with standard construction specifications.

(H) Nothing in this chapter shall be construed to require the removal, lowering or other change or alteration of any nonconforming use. However, any alteration or modification of a nonconforming use commenced after the effective date of this chapter shall be in conformity with this chapter.

(I) The building inspector of the city shall be responsible for enforcing the building regulations set forth in this chapter. The regulations in this chapter are intended to supplement the city building code. To the extent that the provisions of this chapter are inconsistent with the city building code, the provisions of this chapter shall be controlling.

11-6-18: Schedule of charges:

(A) The board shall set, and periodically review, a schedule of fees for certified air carriers. Such fees shall include, but shall not be limited to, landing fees, and floor rental charges. Landing fees shall be based on aircraft weight and frequency of landings. All fees set pursuant to this subsection shall apply equally to all certified air carriers, whether scheduled or nonscheduled.

(B) The board shall set, and periodically review, a schedule of fees for the rental of municipal hangars, public parking areas, and other airport facilities.

(C) The board may require that payment of charges made under this chapter be paid before granting an aircraft clearance to depart from the airport.

11-6-19: Appeals and review:

(A) Appeal and review of any decision of the board under this chapter shall be conducted under chapter 5 of Title 2 of this code.

(B) The board of appeals may, after investigation and public hearing, grant such variances from the provisions of this chapter if it finds:

(1) The granting of the variance will be in the public interest; and

(2) Special conditions exist, and under such special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship to the person requesting the variance; and

(3) The granting of the requested variance will do substantial justice and will be in accord with the spirit of this chapter; and

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(4) The granting of the variance will not create a hazard to the safe, normal operation of the airport.

11-6-20: Penalties:

(A) Except as otherwise noted in this chapter, each violation of this chapter shall be punishable by a Class 1 forfeiture.

(B) Each day or partial day of violation of the provisions of this chapter shall be considered a separate violation.

(C) The board may revoke or suspend any license granted under this chapter for violation of any provision a this chapter, under the procedures set out in chapter 5 of Title 3 of this code for suspension or revocation of licenses.

(D) The board may suspend or revoke the operating privileges of any person for violation of this chapter, or for violation of any other provision of this code, under the procedures set out in chapter 5 of title 3 of this code for suspension or revocation of licenses. A person that has had its operating privileges suspended or revoked shall not be entitled to conduct any commercial or noncommercial activities from or on the airport during the period of such revocation or suspension.

(E) The manager or his or her designee shall be authorized to remove from the airport any individual who violates any provision of this chapter relating to the safe operation of the airport. Such removal may be in addition to, or preceding, any suspension or revocation of a license or operating privileges. The manager shall not be liable to any person for his or her lawful actions under this subsection.

11-6-21: Precedence: This chapter shall not apply to scheduled certificated or scheduled commuter airline operating under FAA part 121 or 135 regulations. However, any scheduled certificated or commuter airline desiring to operate at the airport shall be required to enter into a lease and operating rights agreement with the city, which agreement shall provide for payment of fees, leasing of space and establishment of operating rules and regulations relative to such airlines' operations at the airport.

11-6-22: Severability: The provisions of this chapter are declared to be severable. If any provision of this chapter is declared invalid by a decision of a court of competent jurisdiction, any other provision not specifically invalidated by such decision shall remain valid and in effect.

SECTION 2: This ordinance shall be in full force the day following its passage and official publication.

Dated this _____ day of _____, 2016.

Passed this _____ day of _____, 2016.

Published this _____ day of _____, 2016.

Mayor

City Clerk

Public Hearing Date: _____/_____/_____

**ORDINANCE REPEALING AND RECREATING TITLE 7 OF THE MONROE CITY CODE:
FIRE REGULATIONS**

THE COMMON COUNCIL of the city of Monroe do ordain as follows:

SECTION 1: Title 7 of the Monroe City Code is hereby repealed and recreated to read as follows:

TITLE 7: FIRE REGULATIONS

Chapter 1: FIRE DEPARTMENT

7-1-1: Enabling code:

(A) Fire department established: A department is hereby established to be known as the city of Monroe fire department. This department shall be responsible for the fire protection for the citizens and property within the city of Monroe.

(B) Goals of the fire department:

1. The first and foremost objective of the fire department is to serve, without prejudice or favoritism, all of the community's citizens by safeguarding collectively and individually, their lives against the death dealing and injurious effects of fires and explosions.

2. The second most important objective of the fire department is the safeguarding of the general economy and welfare of the community by preventing major conflagrations and the destruction by fire of large payroll, economically essential industries and businesses.

3. The third objective of the fire department is to serve all of the community's citizens and property owners by protecting their individual material wealth and economic well being against the destructive effects of fire and explosions. In meeting this objective, all property deserves to have an equivalent degree of protection, commensurate with the actual property hazard involved and not with geographical location or monetary value.

4. The fourth objective of the fire department is to provide a hazard and disaster mitigation service to the city with fire department manpower and equipment resources. Serious or imminent conditions posing a threat to life and property posed by storm, fire or other serious peril shall require fire department services to cause rapid mitigation of the hazard and facilitate recovery in conjunction with other emergency services.

5. The fifth objective of the fire department shall be to perform services and emergency response as placed upon the Monroe fire department or fire departments as a matter of law or order of a court of law having jurisdiction.

(C) Council responsibilities: The council has three primary responsibilities relating to the fire department: the first is to encourage activities which will reduce the incidence of fires and resulting loss of life and property; the second and third are the provision of the necessary funds and the establishment of the scope and level of service provided by the fire department.

7-1-2: Selection, removal and disciplinary actions:

(A) The fire department shall consist of:

1. One fire chief to be known as the chief of the fire department,

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2. One deputy or assistant fire chief, and

3. Such other officers and firefighters as from time to time are approved by the city's board of police and fire commissioners.

(B) A fire chief shall be appointed by the city board of police and fire commissioners. The fire chief shall be appointed for an indefinite term and shall be removed only for cause according to rules and regulations adopted by the board of police and fire commissioners.

(C) The fire chief shall be selected based upon the individual's demonstrated qualifications in fire prevention, control and management.

7-1-3: Subordinates; reemployment and disciplinary actions: Subsections (4) and (5) of section 62.13 of the Wisconsin statutes are hereby adopted by reference.

7-1-4: Compensation: The firefighters of the fire department shall receive such compensation as may be established from time to time by resolution passed by the council.

7-1-5: Authority of fire chief; powers and administration:

(A) The fire chief shall be responsible for the overall administration of the fire department.

(B) The fire chief shall be administratively responsible to the city administrator. The fire chief shall carry out proper planning, coordination and control within the fire department as well as with other departments of the city.

(C) The fire chief shall be responsible for the development of an organizational structure and related policies and procedures to carry out the goals of the department.

(D) The fire chief shall be responsible for the appointment, assignment and promotion of individuals to positions within the department under personnel policies of the city and section 62.13 of the Wisconsin statutes.

(E) The fire chief shall be responsible to develop a policy to provide and to operate with the highest possible levels of safety and health for department personnel. The prevention and reduction of accidents, injuries, and occupational illness are goals of the fire department and shall be primary consideration at all times. This concern for safety and health applies to all department personnel and to any other persons who may be involved in fire department activities.

(F) The fire chief shall be responsible for the development and administration of the annual fire department budget.

(G) The fire chief shall be responsible for identifying, negotiating, and drafting mutual aid agreements with agencies of other communities to measurably raise the degree of emergency preparedness to each community. Such agreements shall be submitted to the council for review and consideration for approval. Mutual aid agreements in effect at the time of adoption of this chapter are not affected by this chapter.

(H) The fire chief shall be responsible for maintaining liaison with other city departments on matters of importance to the goals of the fire department.

(I) The fire chief shall have command of all members of the department while they are on duty.

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(J) The fire chief shall have the custody of all apparatus and equipment of the department, and it shall be the chief's duty to see that the apparatus and equipment receive proper care and are at all times maintained in a serviceable condition and ready for instant use.

(K) The chief shall perform all duties imposed upon the chief by the Wisconsin statutes and this code.

(L) At the end of each calendar year, the chief shall submit to the council a report on the operations of the fire department during the year, and his or her recommendations for maintenance, improvement and such other matters as relate to the effective operation of the department in the public interest.

(M) The fire chief shall be required to attend public safety committee meetings and any other special meetings upon request.

7-1-6: Control of fire alarm system:

(A) The city fire frequency transmitter, radios and home fire alert units shall be under the control and management of the fire chief. He or she shall be responsible for the constant good repair and working of the same.

(B) The chief of the fire department shall have custody and control of all alert units and shall keep a record of all such units and shall take receipt for the same.

(C) The electric fire and civil defense alarm sirens shall be under the control and supervision of the city fire department who shall have entire care and management of the same. They shall be responsible for the constant good repair and working of the same.

7-1-7: Fire inspection:

(A) Fire inspectors: The chief of the fire department shall designate one or more fire inspectors who may or may not be firefighters of the Monroe fire department to exercise the powers and perform the duties prescribed by this chapter.

(B) Approval of appointment: All such appointments shall be approved by the board of police and fire commissioners and fire inspector so appointed shall hold office unless removed for cause.

(C) Compensation: Compensation of fire inspector or inspectors shall be fixed by resolution of the council.

(D) Inspection schedule. The fire chief may establish the schedule of fire inspections. The fire chief shall base the frequency of the inspections on hazard classification, the proportion of public area, the record of fire code violations, the ratio of occupancy to size and any other factor the chief considers significant. Property other than residential property with 4 dwelling units or less shall be inspected at least once annually or more often if required by state law.

(E) Powers and duties:

1. The fire inspectors are hereby given power and authority to enter any building in the city at any reasonable hour in the performance of their duties under this chapter.

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2. Fire inspectors shall inspect all business buildings in the city to determine the general character of the premises with respect to the disposition of debris, rubbish, wastepaper, rags, oils, waste, explosives and all kinds of inflammable material and the means of access from one part of the building to another, and they may inspect any building in the city to determine if any danger from fire exists by reason of defective chimneys, flues, stoves, ovens, furnaces, boilers, electric wiring, ash houses and receptacles or by reason of any cause.

3. All parts of business buildings shall be cleaned daily and kept free from all inflammable waste material except that combustible material not in actual use may be neatly arranged in a manner to provide passageways and aisles for the convenient movement of the fire department force.

4. All doors and openings, external and internal, in all business buildings shall be kept free from goods, and means of access and free movement shall be provided for the convenient work of the fire department.

5. There shall be no waste rubbish, waste excelsior, waste shavings, wastepaper or other like inflammable materials left in any part of the business buildings over one day except that such materials may be stored within a fireproof room provided with standard fireproof doors and all material of such character shall be destroyed, removed or placed within such fireproof room at the close of each day.

6. The term "business buildings" as used in this section includes hotels, lodging houses, stores, office buildings, warehouses, mills, breweries, factories and public buildings.

7. If the fire inspectors, on such inspection, discover that any provisions of this chapter are being violated, the fire chief is hereby required to give notice thereof in writing to the owners or occupants of such building, requiring them to comply with the provisions of this chapter within 48 hours.

8. If the fire inspectors, on such inspection, discover any danger from fire by reason of any defective condition set forth in subsection (D)2. of this section or from any other cause, the fire inspectors shall give notice in writing to the owner or occupants of any such building of such defects requiring them to make reasonable changes and repairs within 48 hours, and to render the premises as safe as possible from fire.

9. A person who fails to comply with the requirements of any notice this section shall upon conviction be subject to a Class 3 forfeiture. A separate offense exists each calendar day during which any noncompliance occurs or continues.

7-1-8: General authority; combat fires and related emergencies:

(A) The fire official conducting operations to extinguish and control of any fire, explosion or other emergency shall have full power and authority to direct all operations of fire extinguishment or control and to take the necessary precautions to save life, protect property and prevent further injury or damage. In the pursuit of such operations, including the investigation of the cause of such emergency, the fire official may control or prohibit the approach to the scene of such emergency by any vehicle, vessel, aircraft or thing and all persons.

(B) No person shall obstruct the operations of the fire department while working to extinguish any fire, or while responding to other emergencies, or disobey any lawful command of the fire official in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

(C) The fire official in charge of an emergency scene shall have the authority to establish fire line barriers to control access in the vicinity of such emergency, and to place or cause to be placed, ropes, guards, barricades or other obstructions across any street or alley to delineate such fire line barrier. No person, except as authorized by the fire official in charge of the emergency, may cross such fire line barriers.

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(D) No person except a person authorized by the fire official in charge of any emergency scene or a public officer acting within the scope of public duty shall remove, unlock, destroy or tamper with or otherwise molest in any manner any locked gate, door barricade, chain, enclosure, sign, tag or seal which has been lawfully installed by the fire department or by its order or under its control.

(E) A person who violates any provision of this section shall be subject to a Class 2 forfeiture.

7-1-9: False alarms:

(A) No person shall knowingly give or cause to be given any false alarm of fire.

(B) A person who violates any provision of this section shall be subject to a Class 2 forfeiture.

Chapter 2: FIRE PREVENTION; LIMITS AND REGULATIONS

7-2-1: Wisconsin administrative code adopted:

(A) The following chapters of the Wisconsin administrative code are hereby adopted by reference, including amendments, additions and re-codifications thereto:

- SPS 305: Licenses, certification and registration
- SPS 307: Explosives and fireworks
- SPS 310: Flammable, combustible and hazardous liquids
- SPS 314: Fire prevention
- SPS 316: Electrical
- SPS 318: Elevators, escalators and lift devices
- SPS 328: Smoke detectors and carbon monoxide detectors
- SPS 340: Gas systems
- SPS 345: Mechanical refrigeration
- SPS 361-366: Commercial Building Code
- SPS 375-379: Buildings Constructed Prior to 1914

(B) Any act required to be performed or prohibited by any section of the Wisconsin administrative code adopted by reference is required or prohibited by this chapter.

7-2-2: Depositories of ashes: All depositories of ashes within the city limits shall be built of brick, stone or other fireproof material.

7-2-3: Dry grass, weeds, bushes or foliage: The fire chief may order, by written notice, that the owner or occupant of any lot or parcel of land within the city remove therefrom any uncut grass, weeds, bushes or foliage if, in his or her opinion, such grass, weeds, bushes or foliage create a fire hazard. If the uncut grass, weeds, bushes or foliage are not removed within 24 hours after the delivery of such notice, the fire chief shall cause such grass, weeds, bushes or foliage to be removed and the expenses of such removal shall be charged to the owner of the lot or parcel of land from which the grass, weeds, bushes or foliage were removed.

Chapter 3: VOLATILE, TOXIC, GASEOUS, FLAMMABLE MATERIAL, OR OTHER HAZARDOUS SUBSTANCES

7-3-1: Parking of volatile, toxic, gaseous, flammable material, or other hazardous substances transport vehicles: No person shall park or leave standing within 50 feet of any residence between the hours of 8:00 PM and 6:00 AM any vehicle with the capacity to transport volatile, toxic, gaseous, flammable material or other hazardous substances, excluding vehicles' own fuel tank which is required for its operation.

7-3-2: Penalty: A person who violates any provision of this section shall be subject to a class 4 forfeiture. A separate offense exists each calendar day during which a violation occurs or continues.

Chapter 4: RAPID ENTRY KEY LOCK BOX SYSTEM

7-4-1: Rapid entry key lock box system:

(A) Definition: When used in this Chapter “Rapid entry key lock box” means a high security key vault master keyed to the key configuration provided by the Monroe fire department.

(B) Required installation of rapid entry key lock boxes. The following structures shall be equipped with a rapid entry key lock box at a highly visible location approved by the fire chief or his or her designee at or near the main entry to the structure:

1. All buildings within the city having an automatic alarm system or equipped with an automatic fire suppression system, except one, two or three family residential structures.

2. All multiple family residential structures containing four or more living units, whether rental units or condominiums.

3. All buildings or structures having floors at or above 50 feet above ground level.

4. All commercial and industrial buildings identified by fire officials as difficult to access during an emergency.

(C) Permitted installation of rapid entry key lock boxes. Any structure may be equipped with a rapid entry key lock box. If so equipped the rapid entry key lock box shall be placed at a highly visible location approved by the fire chief or his or her designee at or near the main entry to the structure.

(D) Rapid entry key lock box contents.

1. Required keys. The owner of a structure required to have a rapid entry key lock box shall at all times keep a key or keys in the rapid entry key lock box for access to all of the following:

- a. Common lobbies or vestibules.
- b. Common hallways.
- c. Rooms or spaces housing mechanical equipment serving the structure.
- d. Alarm panels for any fire or entry alarm systems.

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2. Permitted keys. The owner of a structure required to have a rapid entry key lock box may keep a key or keys in the rapid entry key lock box for access to individual spaces within the structure.

3. Marking and placement of keys. Keys placed in a rapid entry key lock box shall be clearly marked and their placement in the in a rapid entry key lock box shall be organized in a manner approved by the fire chief or his or her designee.

(E) New construction. All new construction subject to the requirements of this chapter shall have a rapid entry key lock box installed before the issuance of a certificate of occupancy.

(F) Existing structures. All structures in existence on the effective date of this chapter to which the regulations of this chapter apply shall have six months from the effective date of this chapter to have a rapid entry key lock box installed and operational.

7-4-2: Penalty: Any person who violates any provision of this chapter shall upon conviction be subject to a Class 5 forfeiture.

Chapter 5: OUTDOOR BURNING, OPEN BURNING AND BURNING OF REFUSE

7-5-1: Purpose: This chapter is intended to promote the public health, safety and welfare and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of the city due to the air pollution and fire hazards associated with open burning, outdoor burning and refuse burning.

7-5-2: Applicability: This chapter does not apply to the following:

(A) Outdoor grilling or cooking using charcoal, wood, propane or natural gas in cooking or grilling appliances upon any lot on which the principal structure is a one or two family dwelling.

(B) Burning in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation unless the material being burned includes refuse.

(C) The use of propane, acetylene, natural gas, gasoline or kerosene in a device that is intended for heating, construction or maintenance activities.

7-5-3: Severability: Should any portion of this chapter be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected.

7-5-4: Definitions: In this chapter:

“Campfire” means a small outdoor fire intended for recreation or cooking, not including a fire intended for disposal of Refuse.

“Chimney” means a flue that carries off exhaust from an outdoor wood fired furnace firebox or burn chamber.

“Clean wood” means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

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“Confidential papers” means printed material containing personal identification or financial information that the owner wishes to destroy.

“DNR” means the Wisconsin Department of Natural Resources.

“EPA OWHH phase 1 program” means an EPA OWHH (outdoor wood-fired hydronic heater program) phase 1 program administered by the United States environmental protection agency.

“EPA OWHH phase 1 program qualified” means an outdoor wood-fired hydronic heater that has been EPA OWHH phase 1 program qualified, the model has met the EPA OWHH phase 1

“Model” means emission level and has the proper qualifying label and hangtag.

“Fire chief” means the chief of the Monroe fire department, or such other person as he or she or she shall designate.

“New outdoor wood fired furnace” means an outdoor wood-fired furnace that is first installed, established or constructed after the effective date of this chapter.

“Open burning” means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.

“Outdoor burning” means open burning or burning in an outdoor wood-fired furnace.

“Outdoor grilling” means use of a natural gas, LP gas, charcoal or hibachi grill or other similar device for cooking where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.

“Outdoor wood-fired furnace” means any equipment, device, application or apparatus, or any part thereof, which is installed, affixed or situated outdoors for the primary purpose of combustion of fuel to produce heat or energy used as a component of a heating system providing heat for any interior space or water source. An outdoor wood-fired furnace may also be referred to as an outdoor wood boiler or outdoor wood-fired hydronic heater.

“Refuse” means any waste material, except clean wood, including, but not limited to, food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.

7-5-5: General prohibition on open burning, outdoor burning and refuse burning: Except as expressly authorized by this chapter, outdoor burning is prohibited within the city.

7-5-6: Materials that may not be burned except with permit:

(A) The following materials may not be burned in an open fire, incinerator, outdoor wood-fired furnace, burn barrel, furnace, stove or any other indoor or outdoor incineration or heating device without a permit issued by the city authorizing such burning:

1. Refuse, except used oil burned in a heating device for energy recovery, subject to the restrictions in Chapter NR 590, Wisconsin administrative code.

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2. Asphalt and products containing asphalt.

3. Treated or painted wood including, but not limited to, plywood, composite wood products or other wood products that are painted, varnished or treated with preservatives.

4. Any plastic material including, but not limited to, nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.

5. Rubber including tires and synthetic rubber-like products.

6. Newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled under chapter 3 of title 8 of this code.

(B) No permit may be issued under this section unless the person requesting such permit produces written approval thereof by the fire chief, and only such burning as has been authorized in such written approval shall be authorized by such permit.

7-5-7: Open burning of leaves, brush, clean wood and other vegetative debris: Except as expressly allowed in this section, Open Burning of leaves, weeds, brush, stumps, clean wood, trees and other vegetative debris is prohibited.

(A) Except for barbecue, gas and charcoal grills, no open burning shall be undertaken during periods when the fire chief has issued a burning ban applicable to the area.

(B) Campfires and small outdoor bonfires for cooking, ceremonies or recreation are allowed, if the fire is confined by an Underwriters Laboratories, Inc. approved control device. Bonfires are allowed only if approved by, or under guidelines of, the fire chief.

(C) Burning of trees, limbs, stumps, brush or weeds for clearing or maintenance of a right-of-way is allowed if approved by the fire chief and if such burning complies with all other requirements of this chapter.

(D) In emergency situations, such as natural disasters, burning that would otherwise be prohibited is allowed if specifically approved by the fire chief.

(E) Open burning under this section shall be conducted only pursuant to a permit issued under this chapter.

(F) Open burning under this section shall only be conducted at a location that is at least 50 feet from the nearest building which is not on the same property.

(G) Except for campfires and permitted bonfires, open burning shall only be conducted during daylight hours.

(H) Open Burning shall be constantly attended and supervised by a competent person of at least 18 years of age until the fire is extinguished and is cold. The person shall have readily available for use such fire extinguishing equipment as may be necessary for the total control of the fire.

(I) No materials may be burned upon any street, curb, gutter or sidewalk or on the ice of a lake, pond, stream or other body of water.

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(J) Except for outdoor grilling, no burning shall be undertaken within 20 feet from any combustible material, combustible wall or partition, or exterior building wall penetration, including, without limitation, windows, doors and heating and cooling ducts, unless authorized by the fire chief.

(K) Outdoor grilling shall not be undertaken on any balcony, under any overhanging portion of a structure, or within 10 feet of a structure.

(L) No open burning may be conducted on days when the DNR has declared an ozone action day applicable to the city.

7-5-8: Outdoor wood-fired furnaces: An outdoor wood-fired furnace may not be installed and used in the city except as provided by this section:

(A) No person shall construct, install, establish, operate or maintain an outdoor wood-fired furnace in a way other than in compliance with the applicable sections of this chapter.

(B) No person shall operate an outdoor wood-fired furnace unless such operation conforms to the manufacturer's instructions regarding such operation and the requirements of this chapter.

(C) Each new outdoor wood-fired furnace shall be constructed, established, installed, operated and maintained in conformance with the manufacturer's instructions and the requirements of this chapter. In the event of a conflict between the requirements of this chapter and the manufacturer's instructions, the stricter requirement shall apply.

(D) The owner of a new outdoor wood-fired furnace shall produce the manufacturer's owner's manual or installation instructions to the fire chief or his or her designee to review before installation.

(E) Each new outdoor wood-fired furnace shall be laboratory tested and listed to appropriate safety standards such as UL, CAN/CSA, ANSI or other applicable safety standards.

(F) An outdoor wood-fired furnace shall not be located closer than 50 feet from the nearest building which is not on the same property as the outdoor wood-fired furnace.

(G) Each outdoor wood-fired furnace shall have a chimney that extends at least 15 feet above the ground surface. If there are any residences within 100 feet of the outdoor wood-fired furnace, the chimney shall also extend at least as high above the ground surface as the height of the roofs of all such residences. The building inspector may approve a lesser height on a case by case basis if necessary to comply with manufacturer's recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors.

(H) If an outdoor wood-fired furnace creates a nuisance, then the owner of such outdoor wood-fired furnace shall abate such nuisance by:

1. Relocating the outdoor wood-fired furnace;
2. Extending the Chimney;
3. Both relocating the outdoor wood-fired furnace and extending its chimney; or

4. Ceasing all operations of the outdoor wood-fired furnace until reasonable steps can be taken to ensure that the outdoor wood-fired furnace will not be a nuisance.

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(I) Outdoor wood-fired furnaces shall be constructed, established, installed, operated and maintained as follows:

1. Fuel burned in an outdoor wood-fired furnace shall be only clean wood, wood pellets, corn products, biomass pellets or other fuels specifically permitted by the manufacturer's instructions such as fuel oil, natural gas or propane backup.

2. Use of the following fuels in an outdoor wood-fired furnace is prohibited:

a. Rubbish or garbage including, but not limited to, food wastes, food packaging and food wraps.

b. Plastic materials including, but not limited to, nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.

c. Rubber, including tires or other synthetic rubber-like products.

d. Newspaper, cardboard, or any paper with ink or dye products.

e. Any other items not specifically allowed by this chapter.

3. New outdoor wood-fired furnaces, other than EPA OWHH phase 1 program qualified models, shall be located on the property as follows:

A. At least 25 feet from the property line.

b. In compliance with the manufacturer's recommendations and or requirements for clearance to combustible materials.

c. At least 50 feet from any residence that is not served by the outdoor wood-fired furnace.

7-5-9: Fire department practice burns: Notwithstanding contrary provisions of this chapter, the Monroe fire department is hereby authorized to burn a standing building if necessary for firefighting practice and if the practice burn complies with state regulations applicable to such practice burn.

7-5-10: Exemption for burning certain papers: Notwithstanding any contrary provision of this chapter, paper and cardboard products may be used as a starter fuel for a fire that is allowed under this chapter.

7-5-11: Burning permits: Except as expressly allowed in this section, no person shall start or maintain any open burning without a burning permit issued by the fire chief.

(A) An outdoor campfire does not require a permit, if the fire complies with all applicable provisions of this chapter.

(B) Any person responsible for burning leaves, brush, clean wood or other vegetative debris shall obtain a burning permit before starting the fire.

(C) When weather conditions warrant, the fire chief may declare a burning moratorium on all open burning and suspend previously issued burning permits for open burning.

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(D) A burning permit issued under this section shall require compliance with all applicable provisions of this chapter and any additional special restrictions considered necessary to protect public health and safety.

(E) Any violation of the conditions of a burning permit shall be considered a violation of this chapter. Any violation of this chapter or the burning permit shall void the permit.

7-5-12: Liability: A person who ignites open burning, or maintains or intentionally allows open burning to continue, under circumstances where such person could extinguish open burning, shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

7-5-13: Right of entry and inspection: The fire chief or any authorized officer, agent, employee or representative of the city, may inspect any property to enforce, or determine compliance with, the provisions of this chapter.

7-5-14: Enforcement and Penalties:

(A) Enforcement. The fire chief, building inspector and any sworn police officer are authorized to enforce this chapter.

(B) Penalties.

1. A person who violates any provision of this chapter shall be subject to a Class 4 forfeiture for the first violation.

2. A person who violates any provision of this chapter shall be subject to a Class 3 forfeiture upon conviction for the second violation of this chapter within a 12 month period.

3. A person who violates any provision of this chapter shall be subject to a Class 2 forfeiture upon conviction for the third or subsequent violation of this chapter within a 12 month period.

4. In addition to payment of the forfeiture, a person who violates any provision of this chapter shall pay to the city the reasonable cost incurred by the city for prosecution of such violation.

Chapter 6: FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS

7-6-1: Purpose: The purpose of this chapter is to prescribe regulations or the construction and placement of fire hydrants and fire department connections that are consistent with nationally recognized standards in order to facilitate the protection of life, environment, and property from the hazards of fire.

7-6-2: Definitions: In this chapter:

“Fire department connection” means a piped connection outside a structure for the use of the fire department to supply water to a sprinkler system or standpipe.

“National standard thread” means a) for a 2 ½ pipe a screw-thread configuration having an outside diameter of 3.0686 inches and 7.5 threads per inch b) for a 4 ½ pipe a screw-thread configuration having an outside diameter of 5.010 inches and 4.0 threads per inch.

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7-6-3: Minimum fire hydrant specifications: Fire hydrants shall conform to the following minimum specifications:

(A) Fire hydrants in commercial and industrial areas. All fire hydrants in commercial or industrial areas shall have two national standard thread hose outlets of 2 ½ inches in diameter, and one national standard thread hose outlet of 4½ inches in diameter, with a five-inch storz adapter and cap.

(B) Fire hydrants serving fire department connections. Fire hydrants serving fire department connections, wherever located, shall have two national standard thread hose outlets of 2 ½ inches in diameter, and one national standard thread hose outlet of 4½ inches in diameter, with a five-inch storz adapter and cap.

(C) Location of fire hydrants: Fire hydrants shall be located as follows

1. A distance from any building of not less than 1½ times the height of the building. The fire chief may approve a lesser distance if the distance specified in this paragraph cannot be achieved due to site conditions.

2. A distance from a fire department connection of not less than 35 feet or more than 150 feet. The fire chief may approve a lesser or greater distance if the distance specified in this paragraph cannot be achieved due to site conditions.

3. A distance from the curb of a fire lane, or the paved street surface if no curb exists, of between two and five feet.

4. If possible, fire hydrants shall be located off a corner of the building and out of any potential collapse zone.

5. Fire Hydrants shall be spaced no more than 600 feet apart in commercial areas.

(D) Clear space: A three-foot clear space shall be maintained around the circumference of each fire hydrant.

7-6-4: Minimum fire department connection specifications: Fire department connections shall conform to the following minimum specifications:

(A) Location: Fire department connections shall be a minimum three feet and maximum 35 feet from the fire lane and an unobstructed path at least five feet in width approved by the fire chief or his or her designee shall be provided and maintained.

(B) Clear space: A three-foot clear space shall be maintained around the circumference of each fire department connection.

(C) Connector requirements. Every fire department connection shall have a 5 inch storz connector with a 30 degree angle elbow (if applicable) and must be provided with a fire department connection cap approved by the fire chief or his or her designee.

(D) Signage: A metal sign with raised capital letters at least 2 inches tall shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such sign shall read: "AUTOMATIC SPRINKLERS" or "STANDPIPES" or "TEST CONNECTION" or a combination thereof as applicable.

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7-6-5: Unobstructed access to structures: Fire hydrants and fire department connections shall be located so that hose connections do not obstruct access to a structure and the hose lay does not cross a roadway or fire lane.

7-6-6: Painting or color coding of fire hydrants: All fire hydrants, including those existing on the effective date of this chapter, shall be painted yellow. The bonnet and the caps of the fire hydrant shall be painted in color code to indicate the available fire flow conforming to N.F.P.A. standard no 291 (2010 edition) and any subsequent editions amendatory and supplemental thereto. No person shall repaint, decorate, block or attempt to obscure a hydrant in any way without the approval of the fire chief.

7-6-7: Nonconforming fire hydrants and fire department connections: Any fire hydrant or fire department connection that does not meet the requirements of this chapter on the effective date hereof shall be upgraded when such fire hydrant or fire department connection is replaced.

SECTION 2: This ordinance shall be in full force on the day following its passage and official publication.

Dated the _____ day of _____, 2016
Passed the _____ day of _____, 2016
Published the _____ day of _____, 2016

Mayor

City Clerk

January 11, 2016

Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 7



CITY OF MONROE, WISCONSIN

| | |
|---|---------------------------------|
| Organizational Joint Review Board Meeting Held: | Scheduled for: February 2, 2016 |
| Public Hearing Held: | Scheduled for: February 2, 2016 |
| Consideration for Approval by Plan Commission: | Scheduled for: February 2, 2016 |
| Consideration for Adoption by Common Council: | Scheduled for: February 2, 2016 |
| Consideration for Approval by the Joint Review Board: | Scheduled for: TBD |

Tax Incremental District No. 7 Territory & Project Plan Amendment

City of Monroe Officials

Common Council

| | |
|-----------------|----------------|
| William Ross | Mayor |
| Tom Miller | Council Member |
| Brooke Bauman | Council Member |
| Michael Boyce | Council Member |
| Jeff Newcomer | Council Member |
| Charles Koch | Council Member |
| Chris Beer | Council Member |
| Louis Armstrong | Council Member |
| Reid Stangel | Council Member |
| Richard Thoman | Council Member |

City Staff

| | |
|---------------|--|
| Carol Stamm | City Clerk |
| Philip Rath | City Administrator |
| Martin Shanks | Asst. City Administrator/Dir. Community Dev. |
| Rex A. Ewald | City Attorney |

Plan Commission

| | |
|---------------------------|-------------------------|
| Mayor William Ross, Chair | Nate Klassy, Vice-Chair |
| Charles Koch, Alderperson | Keith Ingwell |
| Ronald M. Spielman | Chuck Schuringa |
| William Bethke | |

Standing Joint Review Board

| | |
|-----------------------|--------------------------------------|
| Martin Shanks | City Representative |
| Sherri Hawkins, Chair | Green County |
| Renea Ranguette | Blackhawk Technical College District |
| Ron Olson | Monroe School District |
| | Public Member |



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 7 (the “TID” or “District”) is an existing rehabilitation - conservation district, which was created by a resolution of the City of Monroe (“City”) Common Council adopted on September 28, 2005 (the “Creation Resolution”).

Amendments

The District has not been previously amended.

Purposes of this Amendment

This amendment has three primary purposes:

1. To further facilitate development and redevelopment within areas adjacent to the District, the City desires to amend its boundaries to add territory. A map, located in Section 3 of this plan, identifies the Territory to be added and its geographic relationship to the existing District’s boundaries. This amendment will cause territory to be added to the District, providing incentive and opportunities for additional private development and redevelopment.
2. This amendment will also grant the City the authority to provide development incentives. The proposed TID #7 amendment will provide an allowance for development incentives. Development incentives can be provided up front or on a pay-as-you-go (“PAYGO”) basis. The City’s TIF policy expresses a preference for PAYGO incentives. The form, amount, and types of incentive for a project are specified in a development agreement for each project. By including development incentives as a project plan cost, the City is not obligated to provide incentives. However, the City can offer them if appropriate.
3. The 2005 project plan states the City may connect the existing ramp to existing commercial and residential buildings, add a new level to the ramp, and underground parking for a new or existing County building. This amendment will add language to state the City may also tear down and rebuild the existing ramp. The projected project cost will be increased to \$4,000,000 (present cost allowance is \$1,827,000). By increasing the allowable project costs for parking, the City is not committing to spending these funds. However, if increment is available in the future to support a portion of this project if it occurs, the project plan amendment will make a tear down and rebuild of the parking garage a TID #7 eligible expenditure.

Estimated Total Project Expenditures

The City retains the authority to undertake project expenditures of approximately \$13,015,500 within the original TID boundary and within the amendment areas as listed in this Project Plan. The City also intends to increase the allowance for project plan expenditures by \$2,000,000 within the original District area and the amended area in the form of cash grants or development incentives, and increase the allowance for parking improvements by \$2,173,000. The Expenditure Period of this District terminates on September 28, 2027. The remaining and additional projects to be undertaken pursuant to this Project Plan are expected to be financed with General Obligation debt however, the City may use other

alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of project financing by phase is located in Section 10 of this plan.

Economic Development

The territory being added to the District is to accommodate the potential expansion of existing businesses and sites where future mixed use and/or commercial development could occur. At the time of this amendment, no development proposals have been submitted to the City, but having the flexibility to offer incentives (if appropriate) to encourage development could accelerate redevelopment opportunities in these areas. Conservatively, development in the area added could generate additional taxable value of \$2,000,000.

Expected Termination of District

TID No. 7 has a maximum statutory life of 27 years, and must close not later than September 28, 2032, resulting in a final collection of increment in budget year 2033. Pre-amendment cash flow projections indicate that the entire available life of the District will be required to retire current and projected District liabilities. The project plan identifies costs eligible to be paid for with TID #7 increments. The project plan does not represent a commitment to fund or authorize a project. While a project may be a TID eligible cost, whether a project is financially feasible will depend on the increment value and cash flow of the TID. At the time of this amendment, the City does not have any immediate plans to finance additional TID #7 projects.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of this District, the additional development projected to occur within the amendment areas as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - In order to make the amendment areas suitable for development and redevelopment, the City will need to make a substantial investment to pay for the costs of: County building area enhancements; streetscaping and landscaping; land acquisition, demolition and remediation; parking area construction and renovation; street redesign and reconstruction; directional and definition signage; overhead utility line burial; access/structural improvements to downtown buildings; project related design, planning and engineering; façade improvement grants; security cameras; main street funding assistance; general downtown planning; administrative and legal costs; and cash grants and development incentives. Due to the extensive initial investment in public infrastructure and rehabilitation that is required in order to allow development and redevelopment to occur, the City has determined that development and redevelopment of the amendment area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and redevelopment of the amendment area is unlikely to occur.

- Net new construction within the City for the period of 2011 to 2015 has averaged only 0.65%. Absent the use of Tax Increment Financing (TIF), this trend is likely to continue. Use of TIF will provide the City with the means to stimulate new development in the amended area.
2. **The economic benefits of amending the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are sufficient to pay for the actual and proposed Project Costs within the original District and the amended areas by the end of the District's maximum life. On this basis alone, the finding is supported.
 - The ability to offer development incentives, if appropriate, will provide the City with more flexibility to improve or expand existing business, and encourage economic development within the central business district of the community.
 3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - If approved, the boundary amendment would become effective for valuation purposes as of January 1, 2016. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the amendment area due to new construction, renovation or appreciation of property values occurring after January 1, 2016 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Given that additional development is not likely to occur or in the same manner without the use of tax incremental financing (see finding # 1), and since the District will generate additional economic benefits that are sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not amended. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of the Project Plan.
 4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b). Furthermore, at the time of adoption of the Creation Resolution for this District, and any subsequent resolutions amending its boundaries, any property standing vacant for seven years immediately preceding adoption of the resolution(s) did not comprise more than 25% of the total area in the District as required by Wisconsin Statutes Section 66.1105(4)(gm)1.

5. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution, the District remains declared rehabilitation - conservation District based on the identification and classification of the property included within the District.
6. The Project Costs of the District relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District was created.
7. The improvements to be made within the territory incorporated by this Amendment are likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of the taxable property within the territory to be added to the District by this amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that approximately 75% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on September 28, 2005 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 2005.

The existing District is a "Rehabilitation - conservation District" created on a finding that at least 50%, by area, of the real property within the District was in need of rehabilitation - conservation work, as defined in Section 66.1337(2m)(a). The District will remain in compliance with this finding after the addition of the Territory identified in this Amendment. In addition, the District will remain in compliance with the "vacant land test," which requires that property standing vacant for seven years immediately preceding adoption of the Creation Resolution for this District will not comprise more than 25% of the area in the District in compliance with Wisconsin Statutes Section 66.1105(4)(gm)1.

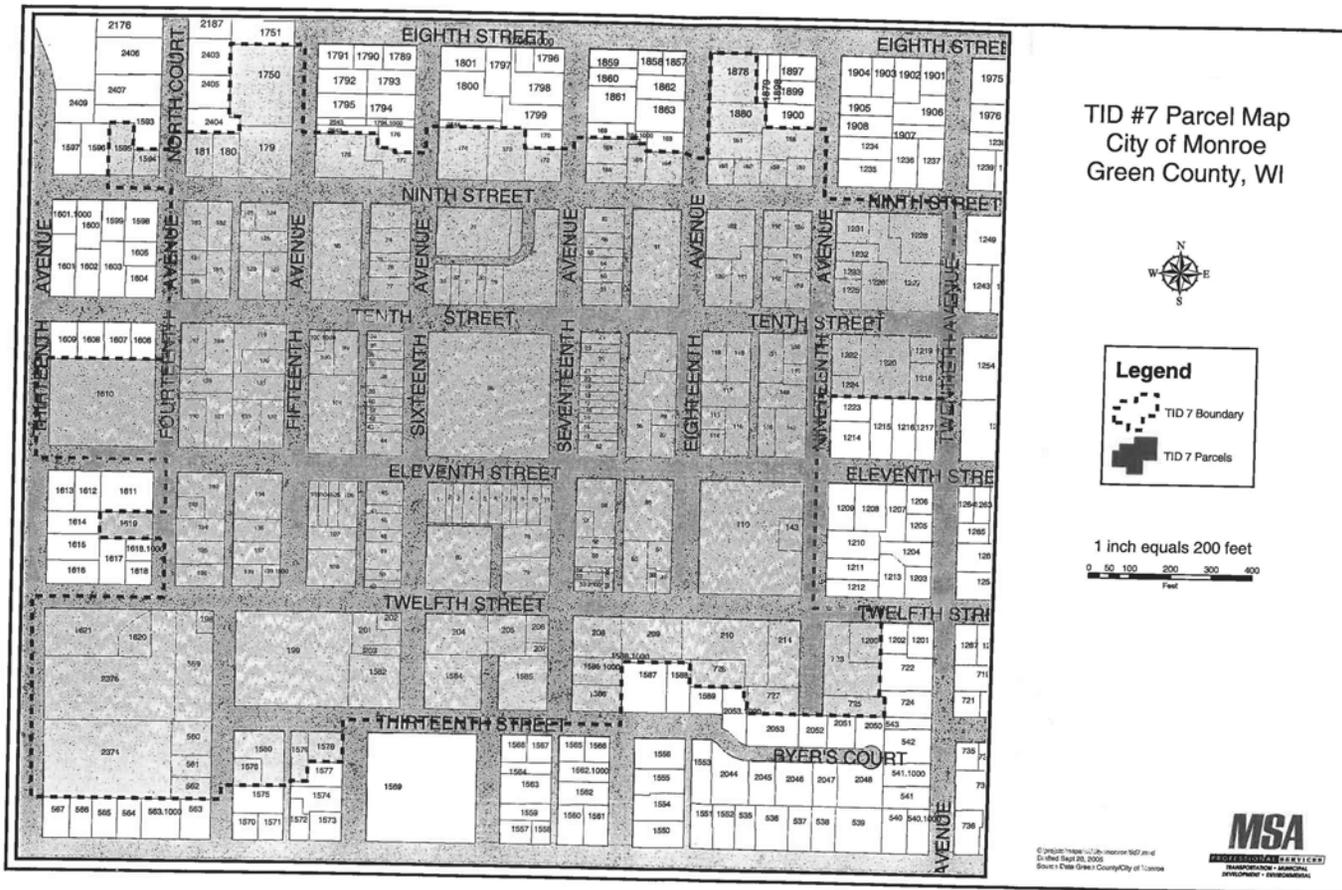
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the District have not previously been amended.

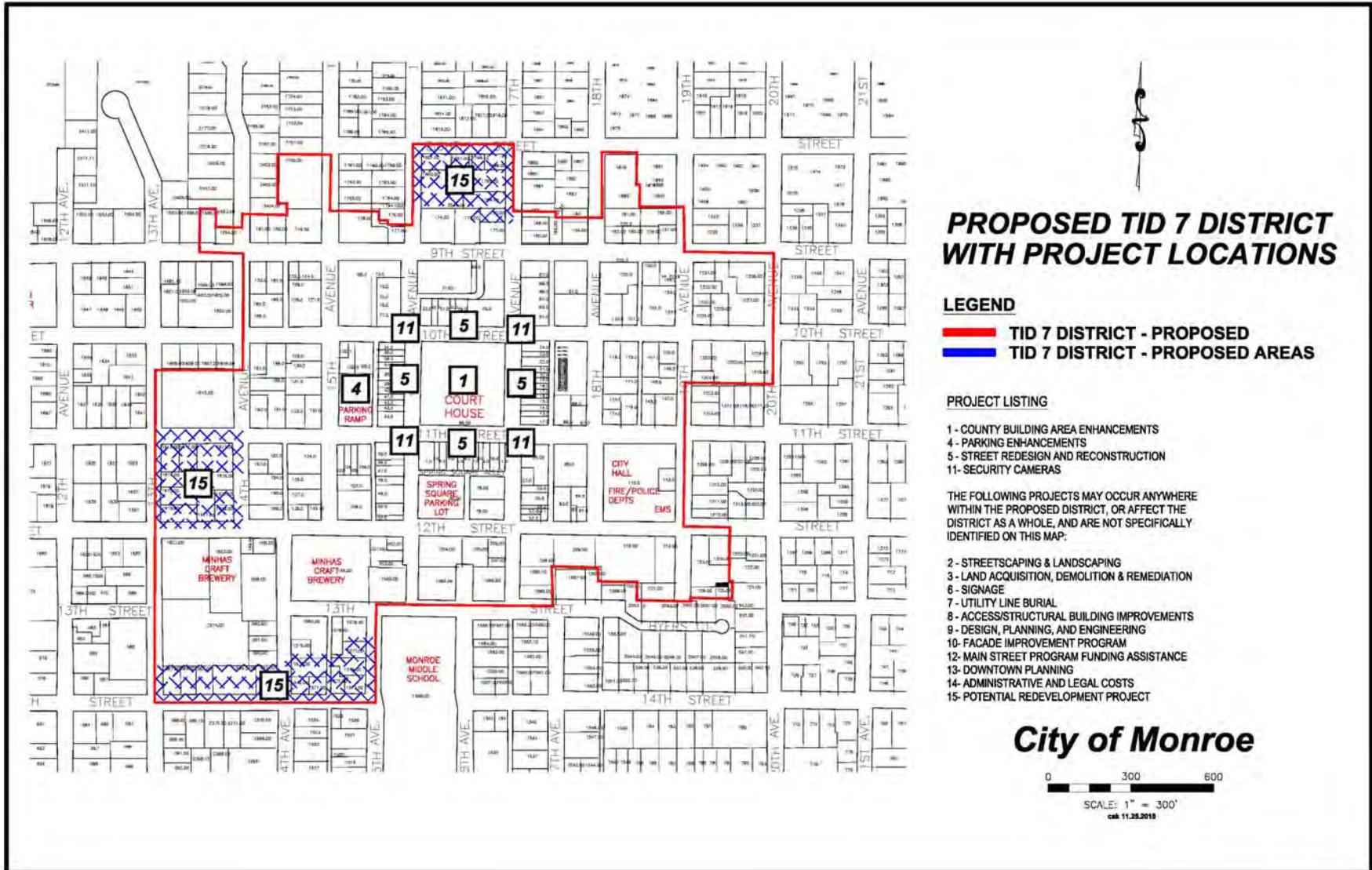
This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan unless specifically stated. All components of the original Project Plan remain in effect.

The purpose of the Amendment is to facilitate development within areas adjacent to the existing District; allow for the City to provide cash grants or development incentives (\$2,000,000) within the original and amended areas of the District; add expenditure authority permitting the City to tear down and rebuild the existing ramp - projected project cost will be increased to \$4,000,000 (present cost allowance is \$1,827,000).

A map depicting the boundaries of the District is found in Section 3 of this Plan. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution, the District remains a rehabilitation - conservation District based on the identification and classification of the property included within the District.

SECTION 3: Map of Original District Boundary and Territory Amendment Area Identified





PROPOSED TID 7 DISTRICT WITH PROJECT LOCATIONS

LEGEND

- █ TID 7 DISTRICT - PROPOSED
- █ TID 7 DISTRICT - PROPOSED AREAS

PROJECT LISTING

- 1 - COUNTY BUILDING AREA ENHANCEMENTS
- 4 - PARKING ENHANCEMENTS
- 5 - STREET REDESIGN AND RECONSTRUCTION
- 11 - SECURITY CAMERAS

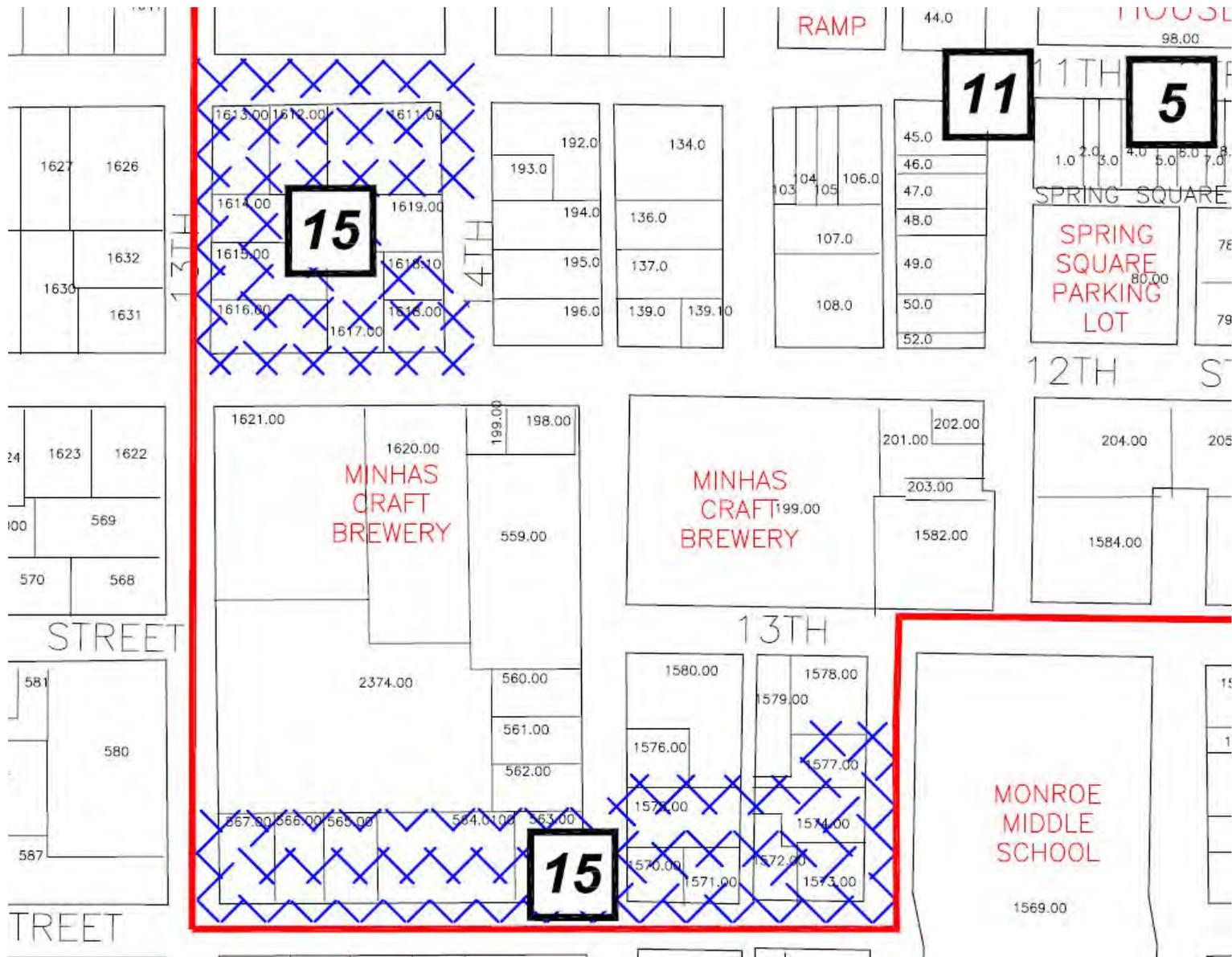
THE FOLLOWING PROJECTS MAY OCCUR ANYWHERE WITHIN THE PROPOSED DISTRICT, OR AFFECT THE DISTRICT AS A WHOLE, AND ARE NOT SPECIFICALLY IDENTIFIED ON THIS MAP:

- 2 - STREETSCAPING & LANDSCAPING
- 3 - LAND ACQUISITION, DEMOLITION & REMEDIATION
- 6 - SIGNAGE
- 7 - UTILITY LINE BURIAL
- 8 - ACCESS/STRUCTURAL BUILDING IMPROVEMENTS
- 9 - DESIGN, PLANNING, AND ENGINEERING
- 10 - FACADE IMPROVEMENT PROGRAM
- 12 - MAIN STREET PROGRAM FUNDING ASSISTANCE
- 13 - DOWNTOWN PLANNING
- 14 - ADMINISTRATIVE AND LEGAL COSTS
- 15 - POTENTIAL REDEVELOPMENT PROJECT

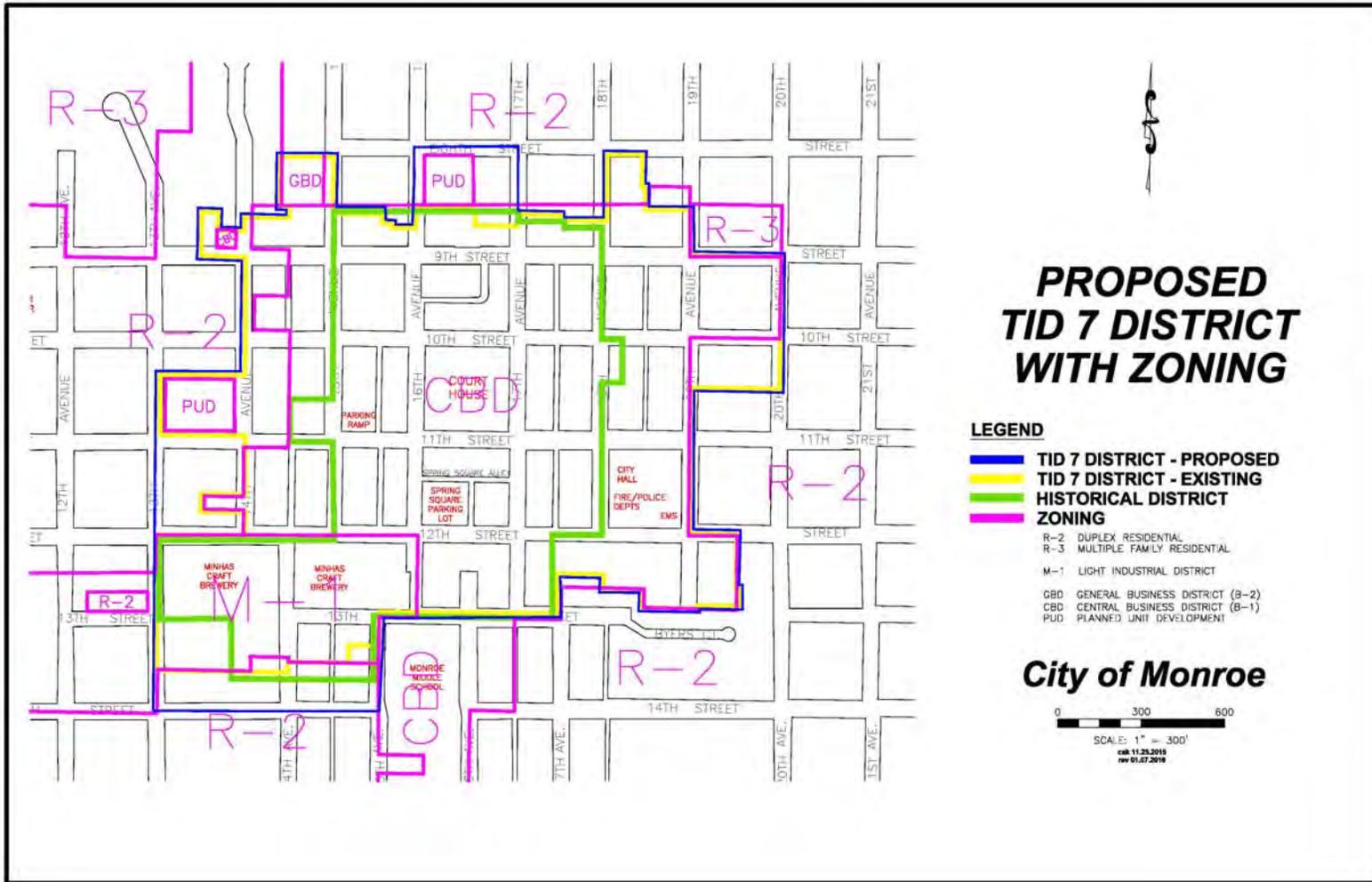
City of Monroe







SECTION 4: Map Showing Existing Uses and Conditions Within The Territory To Be Added



SECTION 5:
Preliminary Parcel List and Analysis Within The Territory To Be Added

| City of Monroe, Wisconsin | | | | | | | | | | | | | Assessment Roll Classification? (Residential = Class 1, Commercial = Class 2, Manufacturing = Class 3, Ag = Class 4, Undeveloped = Class 5, Ag Forest = Class 5M, Forest = Class 6, Other = Class 7 & Exempt = X) | | | | |
|--------------------------------|------------------|--|---|----------------------|---|------------------------|-----------|-----------|-----------------------|---------|-----------|----|--|--------------------|--------|----------------------|--|
| Tax Incremental District No. 7 | | | | | | | | | | | | | | | | | |
| Base Property Information | | | | | | | | | | | | | | | | | |
| Property Information | | | | | | Assessment Information | | | Equalized Value | | | | District Classification | | | | |
| Parcel Number | Street Address | Mailing Address if Different | Owner | Acreage | Municipally Owned ...Indicate Specific Parcel Property Use | Land | Imp | Total | Equalized Value Ratio | Land | Imp | PP | Total | Rehab/Conservation | Vacant | | |
| 1801 | No Address | | City of Monroe | 0.15 | Parking Lot | | | 0 | 98.25% | 0 | 0 | 0 | 0 | | | Exempt Other (Local) | |
| 1800 | No Address | | City of Monroe | 0.36 | Parking Lot | | | 0 | 98.25% | 0 | 0 | 0 | 0 | | | Exempt Other (Local) | |
| 1797 | No Address | | City of Monroe | 0.18 | Parking Lot | | | 0 | 98.25% | 0 | 0 | 0 | 0 | | | Exempt Other (Local) | |
| 1799 | No Address | | City of Monroe | 0.22 | Parking Lot | | | 0 | 98.25% | 0 | 0 | 0 | 0 | | | Exempt Other (Local) | |
| 2544 | No Address | | City of Monroe | 0.07 | Parking Lot | | | 0 | 98.25% | 0 | 0 | 0 | 0 | | | Exempt Other (Local) | |
| 170 | 821 17th Avenue | 2016 28TH STREET MONROE, WI 53566 | Upmann James A & Joanne E Revocable Trust DTD 6/18/2015 | 0.10 | | 7,200 | 65,600 | 72,800 | 98.25% | 7,328 | 66,770 | 0 | 74,098 | 0.10 | 0.00 | Residential | |
| 1798 | 811 17th Avenue | | Elmer, Steven R; Raibley Elmer, Paula | 0.26 | | 13,800 | 101,200 | 115,000 | 98.25% | 14,046 | 103,004 | 0 | 117,050 | 0.26 | 0.00 | Residential | |
| 1796 | 803 17th Avenue | 811 17th AVENUE MONROE, WI | Elmer, Steven R; Raibley Elmer, Paula | 0.11 | | 8,400 | 94,300 | 102,700 | 98.25% | 8,550 | 95,981 | 0 | 104,531 | 0.11 | 0.00 | Residential | |
| 1796.1 | 1620 8th Street | N4637 STATE ROAD 59 MONROE, WI 53566 | Briggs, Jerry E; Briggs, Tonya K | 0.06 | | 5,700 | 59,300 | 65,000 | 98.25% | 5,802 | 60,357 | 0 | 66,159 | 0.06 | 0.00 | Residential | |
| 1611 | 1107 14th Avenue | 11264 STATE ROAD 11 GRATIOT, WI 53541 | Curran, Jon F | 0.30 | | 20,200 | 144,800 | 165,000 | 98.25% | 20,560 | 147,381 | 0 | 167,942 | 0.30 | 0.00 | Commercial | |
| 1612 | 1310 11th Street | | Carpenter, Jacqueline L; Carpenter, Richard J | 0.15 | | 8,800 | 55,100 | 63,900 | 98.25% | 8,957 | 56,082 | 0 | 65,039 | 0.15 | 0.00 | Residential | |
| 1613 | 1304 11th Street | | Alston, Richard J; Alston, Russell G | 0.15 | | 9,300 | 84,300 | 93,600 | 98.25% | 9,466 | 85,803 | 0 | 95,269 | 0.15 | 0.00 | Residential | |
| 1614 | 1114 13th Avenue | | Beer, Fred | 0.16 | | 9,000 | 100,200 | 109,200 | 98.25% | 9,160 | 101,986 | 0 | 111,147 | 0.16 | 0.00 | Residential | |
| 1615 | 1120 13th Avenue | N3455 GRANDVIEW LANE MONROE, WI 53566 | JJRT Premier Properties LLC | 0.19 | | 10,700 | 82,100 | 92,800 | 98.25% | 10,891 | 83,564 | 0 | 94,454 | 0.19 | 0.00 | Residential | |
| 1616 | 1124 13th Avenue | | Diederich, Mark M | 0.18 | | 9,800 | 107,200 | 117,000 | 98.25% | 9,975 | 109,111 | 0 | 119,086 | 0.18 | 0.00 | Residential | |
| 1617 | 1315 12th Street | | Hanson, Kittie L | 0.17 | | 10,000 | 117,900 | 127,900 | 98.25% | 10,178 | 120,002 | 0 | 130,180 | 0.17 | 0.00 | Residential | |
| 1618 | 1123 14th Avenue | 2016 28TH STREET MONROE, WI 53566 | Upmann James A & Joanne E Revocable Trust DTD 6/18/2015 | 0.09 | | 8,000 | 55,000 | 63,000 | 98.25% | 8,143 | 55,981 | 0 | 64,123 | 0.09 | 0.00 | Residential | |
| 16181.1 | 1121 14th Avenue | | Erickson, Linda; Peterson, Lori | 0.08 | | 5,500 | 71,700 | 77,200 | 98.25% | 5,598 | 72,978 | 0 | 78,576 | 0.08 | 0.00 | Commercial | |
| 567 | 1303 14th Street | 619 4TH AVENUE MONROE, WI 53566 | Grado, Fabio G | 0.16 | | 11,000 | 94,600 | 105,600 | 98.25% | 11,196 | 96,287 | 0 | 107,483 | 0.16 | 0.00 | Residential | |
| 566 | 1309 14th Street | 2654 20TH AVENUE MONROE, WI 53566 | Eminger Family Living Trust | 0.14 | | 9,300 | 76,500 | 85,800 | 98.25% | 9,466 | 77,864 | 0 | 87,330 | 0.14 | 0.00 | Residential | |
| 565 | 1515 14th Street | | Tuescher, Mary Jane; Tuescher, Robert J | 0.15 | | 10,200 | 63,500 | 73,700 | 98.25% | 10,382 | 64,632 | 0 | 75,014 | 0.15 | 0.00 | Residential | |
| 564.01 | 1321 14th Street | | Fahrney, Jamie R | 0.37 | | 20,100 | 84,600 | 104,700 | 98.25% | 20,458 | 86,108 | 0 | 106,567 | 0.37 | 0.00 | Residential | |
| 563 | 1321 14th Avenue | | Sullivan, Arthur; Sullivan, Carolyn | 0.19 | | 12,600 | 95,000 | 107,600 | 98.25% | 12,825 | 96,694 | 0 | 109,518 | 0.19 | 0.00 | Residential | |
| 1575 | No Address | 1736 13TH STREET MONROE, WI 53566 | Gelbach, Barbara; Gelbach, Daniel | 0.20 | | 12,200 | | 12,200 | 98.25% | 12,417 | 0 | 0 | 12,417 | 0.20 | 0.20 | Residential | |
| 1570 | 1403 14th Street | | Brumett, Daniel K; Brumett, Susan L; Lindsay, Anne L; Smith, Clinton R; Smith, Lori L | 0.10 | | 8,700 | 76,400 | 85,100 | 98.25% | 8,855 | 77,762 | 0 | 86,617 | 0.10 | 0.00 | Residential | |
| 1571 | 1409 14th Street | | Erickson, Eric A; Erickson, Modesty F | 0.10 | | 8,400 | 76,500 | 84,900 | 98.25% | 8,550 | 77,864 | 0 | 86,414 | 0.10 | 0.00 | Residential | |
| 1572 | 1415 14th Street | 1827 CUMBERLAND ST ROCKFORD, IL 61103 | Upmann, Arthur W | 0.11 | | 8,200 | 56,200 | 64,400 | 98.25% | 8,346 | 57,202 | 0 | 65,548 | 0.11 | 0.00 | Residential | |
| 1573 | 1323 15th Avenue | 1219 19TH STREET MONROE, WI 53566 | Stauffacher, Vicki L | 0.13 | | 10,100 | 75,800 | 85,900 | 98.25% | 10,280 | 77,151 | 0 | 87,431 | 0.13 | 0.00 | Residential | |
| 1574 | 1315 15th Avenue | 765 FOXFIELD RD OREGON, WI 53575 | Agri-Financial Services LLC | 0.16 | | 10,800 | 98,500 | 109,300 | 98.25% | 10,993 | 100,256 | 0 | 111,249 | 0.16 | 0.00 | Commercial | |
| 1577 | 1309 15th Avenue | 26604 S MARICOPA PL CHANDLER, AZ 85248 | Deprez, Kathryn F; Deprez, Thomas P | 0.13 | | 10,500 | 70,500 | 81,000 | 98.25% | 10,687 | 71,757 | 0 | 82,444 | 0.13 | 0.00 | Residential | |
| | | | | Total Acreage | 4.90 | 258,500 | 2,006,800 | 2,265,300 | | 263,108 | 2,042,577 | 0 | | 3.933 | 0.197 | | |
| | | | | | | | | | | | | | 80.30% | 4.02% | | | |
| | | | | | | | | | | | | | Estimated Base Value 2,305,685 | | | | |

SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section 66.1105(4)(gm)4.c., which requires that the equalized value of the Territory to be added to the District, plus the value increment of the District being amended, plus the value increment of all other existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the Territory to be incorporated by this Amendment, plus the increment value of TID No. 7, plus the value increment of all other existing tax incremental districts within the City, totals \$39,379,685. This value is less than the maximum of \$79,706,436 in equalized value that is permitted for the City of Monroe. The City is therefore in compliance with the statutory equalized valuation test and may proceed with amendment of this District.

| City of Monroe, Wisconsin | |
|--|---|
| Tax Increment District # 7 | |
| Valuation Test Compliance Calculation | |
| District Creation Date | 9/28/2005 |
| | Valuation Data Currently Available 2015 |
| Total EV (TID In) | 664,220,300 |
| 12% Test | 79,706,436 |
| Increment of Existing TIDs | |
| TID #4 | 9,161,200 |
| TID #5 | 11,102,600 |
| TID #6 | 9,023,400 |
| TID #7 | 6,519,100 |
| TID #8 | 1,367,700 |
| Total Existing Increment | 37,174,000 |
| Projected Base of New or Amended District | 2,305,685 |
| Total Value Subject to 12% Test | 39,479,685 |
| Compliance | PASS |

SECTION 7:

Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City has implemented, or expects to implement, within the original District or within the Territory to be incorporated by this Amendment. Any costs directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District. This language is consistent with the project plan approved in 2005. The only changes are an expansion of the types of parking area improvements and the inclusion of cash grants/development incentives.

County Building Area Enhancements

This project may include but is not limited to the following expenditures: site preparation costs for new or expanded building construction, construction of common public areas or park spaces in or around new or existing Green County buildings within the district.

Districtwide Streetscaping and Landscaping

This project may include but is not limited to the following expenditures: colored paving, trees, decorative plantings, theme related signage, crosswalks, sidewalks, public benches, bike racks, trash receptacles and screening, street lighting, and handicapped accessibility points or curbed areas.

Land Acquisition, Demolition, and Remediation

This project may include but is not limited to the following expenditures: purchase of vacant lots, purchase of available buildings, and clean-up of contaminated sites.

Parking Area Construction and Renovation

This project may include but is not limited to the following expenditures: connecting the existing ramp to existing commercial and residential buildings, adding a level to the ramp, underground parking for a new or existing County building, or tear down and rebuild the existing ramp.

Street Redesign and Reconstruction

This project may include but is not limited to the following expenditures: removal of two rows of parking on the courthouse square.

Directional and Definitional Signage

This project may include but is not limited to the following expenditures: directional signage from primary transportation routes to the Downtown-Main Street Square, theme related signage for the Downtown/Main Street Square, community information posting areas, trail marking signage and public safety signage for vehicles and pedestrians in the district.

Overhead Utility Line Burial

This project may include but is not limited to the following expenditures: relocation and burial of overhead utility lines.

Access/Structural Improvements to Downtown Buildings

This project may include but is not limited to the following expenditures: roof repairs or replacement, floor repair or replacement, elevator installation, and conversion/rehabilitation of unused or underutilized space (e.g. upper floors) for residential, office, retail, or other use.

Project Related Design, Planning and Engineering

This project may include but is not limited to the following expenditures: related design, planning and engineering costs associated with the projects identified in the Plan.

Façade Improvement Grant

This project may include but is not limited to the following expenditures: contribution of funds for private building owners to perform maintenance, replacement, painting, reconstruction, and other improvements to the exterior of their building. The program will evaluate applicants on a formal set of criteria that may include but is not limited to tax base guarantees, job creation, elimination of safety hazards, or other policies defined by the City of Monroe.

Security Cameras

This project may include but is not limited to the following expenditures: purchase and installation of monitoring equipment to enhance the overall safety of the courthouse square area.

Main Street Program Funding Assistance

This project may include but is not limited to the following expenditures: funds will be provided to the Main Street program to assist in operating costs or specific projects as identified by the Main Street program and approved by the Monroe City Council.

General Downtown Planning

This project may include but is not limited to the following expenditures: funds will be utilized to create or maintain planning efforts designated to further enhance the Downtown-Main Street Square area throughout the life of the District.

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

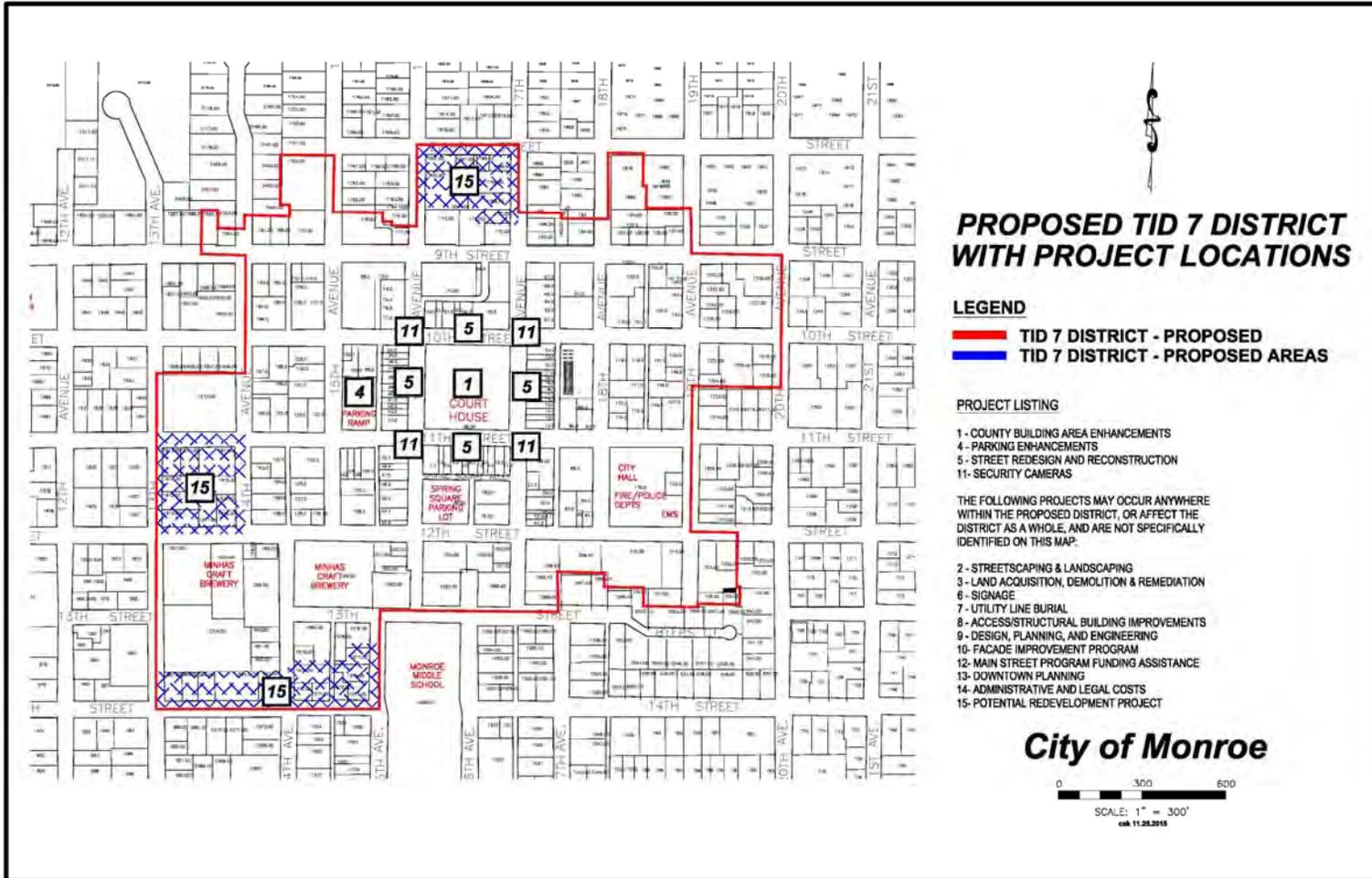
In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds. All projects identified are TID eligible. The City will use increment generated within the District to pay for projects supported by the overall cash flow of the District. The City will evaluate project costs as development occurs to tie investment to the pace of development. Prior to providing any cash grant or development incentive, the City will enter into a development agreement that will specify the commitments of the City and the developer, and forms of security pledged to make debt service

payments (if any). The City may conduct an independent review of the intended developer's sources and uses proforma for the initial proposed development project. This review will seek to verify that a public investment is required to enable the development to occur in the manner desired by the City, while providing the developer a fair and reasonable return on their investment.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan or the original Project Plan. To the extent the costs benefit the City outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received by the City in connection with the implementation of this Plan.

SECTION 8: Map Showing Proposed Improvements and Uses Within The Territory To Be Added



SECTION 9: Detailed List of Additional Project Costs

This Section contains information relative to the specific projects and expenditures that the City anticipates it will undertake or make within the Territory to be incorporated into the District by this Amendment. In addition, included for reference purposes, is a listing of the project cost estimates for the original District. As part of this Amendment, the City is also modifying the project cost estimates for parking improvements in the original District area and including an allowance for development incentives.

All costs are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2016 and the time of construction. The City also reserves the right to increase certain Project Costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget, nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the City Council without further amending this Plan.

Proposed TIF Project Cost Estimates

| City of Monroe, Wisconsin | | | |
|--|------------------------------------|-------------------|-------------------|
| Tax Increment District # 7 | | | |
| Estimated Project List | | | |
| Project ID | Project Name/Type | Original Plan | Amended Plan |
| 1 | County Building Area Enhancements | 450,000 | 450,000 |
| 2 | Streetscaping/Landscaping | 1,945,500 | 1,945,500 |
| 3 | Land Purchase & Remediation | 392,000 | 392,000 |
| 4 | Parking | 1,827,000 | 4,000,000 |
| 5 | Square Street Reconstruction | 775,000 | 775,000 |
| 6 | Signage | 150,000 | 150,000 |
| 7 | Overhead Utilities burial | 400,000 | 400,000 |
| 11 | Security System | 225,000 | 225,000 |
| 8 | Building Improvements | 1,100,000 | 1,100,000 |
| 10 | Façade Improvements | 800,000 | 800,000 |
| | West Entry - 11th Street | 475,000 | 475,000 |
| | North Entry - 16th Avenue | 1,750,000 | 1,750,000 |
| | Public Transportation Enhancements | 300,000 | 300,000 |
| | Historical District Improvements | 339,000 | 339,000 |
| | Design | 1,100,000 | 1,100,000 |
| 12 | Main Street | 725,000 | 725,000 |
| 13 | Planning | 100,000 | 100,000 |
| 14 | Administration and Legal | 163,000 | 163,000 |
| | Development Incentives/Cash Grants | 0 | 2,000,000 |
| Total Projects | | <u>13,016,500</u> | <u>17,189,500</u> |
| Notes: | | | |
| Note 1 Project costs are estimates and are subject to modification | | | |

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended by the addition of territory, will remain economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the remaining projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City can adjust the timing of implementation as needed to coincide with the pace of private development and redevelopment.
- The development anticipated to occur as a result of the continued implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects incurred so far. Within this Section are tables identifying: 1) the development and redevelopment expected to occur, 2) an updated projection of tax increments to be collected resulting from that development and redevelopment and other economic growth within the District, and 3) an updated cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$33,211,015, of which \$23,274,370 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by its a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of its various utility systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services and development incentives to the additional territory. However, public debt and expenditures should be made at the pace private development and redevelopment occurs to assure increment is sufficient to cover expenses. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective. In any event, all additional Project Costs are to be incurred within the period specified in Wisconsin Statutes Section 66.1105(6)(am).

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement these agreements might include levying of special assessments against benefited properties. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

There are no proposed changes to the projects or projects costs identified in the Original Project Plan Document, with the exception of adding an allowance for development incentives and parking improvements. By including development incentives as a project plan cost, the City is not obligated to provide incentives. However, the City can offer them if appropriate.

The main public works projects completed within TID #7 thus far included approximately \$4,000,000 of infrastructure improvements downtown completed in 2009. The debt for these projects was subsequently refinanced in 2012.

The project plan identifies costs eligible to be paid for with TID #7 increments. The project plan does not represent a commitment to fund or authorize a project. While a project may be a TID eligible cost, whether a project is financially feasible will depend on the increment value and cash flow of the TID.

At the time of this amendment, the City does not have any immediate plans to finance additional TID #7 projects.

Development Assumptions

| <i>City of Monroe, WI</i> | | | |
|--|------------------|----------------------------|-----------------|
| Tax Increment District #7 Prospective Development | | | |
| Construction Year | Actual | Prospective Development | Annual Total |
| 2005 | (29,961,700) | | (29,961,700) |
| 2006 | 37,935,100 | | 37,935,100 |
| 2007 | (990,100) | | (990,100) |
| 2008 | (2,490,200) | | (2,490,200) |
| 2009 | (22,900) | | (22,900) |
| 2010 | (2,928,100) | | (2,928,100) |
| 2011 | 912,300 | | 912,300 |
| 2012 | 6,978,300 | | 6,978,300 |
| 2013 | (3,186,200) | | (3,186,200) |
| 2014 | 272,600 | | 272,600 |
| 2015 | | | 0 |
| 2016 | | | 0 |
| 2017 | | | 0 |
| 2018 | | 500,000 | 500,000 |
| 2019 | | 500,000 | 500,000 |
| 2020 | | 750,000 | 750,000 |
| 2021 | | 250,000 | 250,000 |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026 | | | |
| 2027 | | | |
| 2028 | | | |
| 2029 | | | |
| 2030 | | | |
| 2031 | | | |
| 2032 | | | |
| 2033 | | | |
| 2034 | | | |
| 2035 | | | |
| 2036 | | | |
| TOTALS | 6,519,100 | 2,000,000 | 8,519,100 |

NOTES:



Increment Revenue Projections

City of Monroe, WI

Tax Increment District #7

Tax Increment Projection Worksheet - Potential New Development



| | |
|-------------------------------------|----------------|
| Type of District | Rehabilitation |
| Actual Creation Date | 9/28/2005 |
| Valuation Date | Jan. 1, 2005 |
| Maximum Life (In Years) | 27 |
| Expenditure Period (In Years) | 22 |
| Revenue Periods/Final Rev Year | 27 2033 |
| End of Expenditure Period | 9/28/2027 |
| Latest Termination Date | 9/28/2032 |
| Eligible for Extension/No. of Years | Yes 3 |
| Eligible Recipient District | Yes |

| | |
|--|------------|
| Actual Base Value | 29,961,700 |
| Pre-Amendment Base Value (Actual) | NA |
| Property Appreciation Factor | 0.00% |
| Tax Rate Adjustment Factor (Next 2 Years) | 0.00% |
| Tax Rate Adjustment Factor (Following 2 Years) | 0.00% |
| Tax Rate Adjustment Factor (Thereafter) | 0.00% |
| Discount Rate 1 for NPV Calculation | |
| Discount Rate 2 for NPV Calculation | |

Apply Inflation

| Construction Year | Value Added | Valuation Year | Inflation Increment | Valuation Increment | Revenue Year | Tax Rate | Tax Increment | |
|-------------------|-------------|----------------|---------------------|---------------------|--------------|----------|---------------------------|-----------|
| 1 | 2005 | (29,961,700) | 2006 | 0 | (29,961,700) | 2007 | 26.05449 | 0 |
| 2 | 2006 | 37,935,100 | 2007 | 0 | 7,973,400 | 2008 | 27.93585 | 222,744 |
| 3 | 2007 | (990,100) | 2008 | 0 | 6,983,300 | 2009 | 27.96382 | 195,280 |
| 4 | 2008 | (2,490,200) | 2009 | 0 | 4,493,100 | 2010 | 28.57887 | 128,408 |
| 5 | 2009 | (22,900) | 2010 | 0 | 4,470,200 | 2011 | 29.70761 | 132,799 |
| 6 | 2010 | (2,928,100) | 2011 | 0 | 1,542,100 | 2012 | 28.45032 | 43,873 |
| 7 | 2011 | 912,300 | 2012 | 0 | 2,454,400 | 2013 | 29.20665 | 71,685 |
| 8 | 2012 | 6,978,300 | 2013 | 0 | 9,432,700 | 2014 | 29.17423 | 275,192 |
| 9 | 2013 | (3,186,200) | 2014 | 0 | 6,246,500 | 2015 | 28.11056 | 175,593 |
| 10 | 2014 | 272,600 | 2015 | 0 | 6,519,100 | 2016 | 27.99109 | 182,477 |
| 11 | 2015 | 0 | 2016 | 0 | 6,519,100 | 2017 | 27.99109 | 182,477 |
| 12 | 2016 | 0 | 2017 | 0 | 6,519,100 | 2018 | 27.99109 | 182,477 |
| 13 | 2017 | 0 | 2018 | 0 | 6,519,100 | 2019 | 27.99109 | 182,477 |
| 14 | 2018 | 500,000 | 2019 | 0 | 7,019,100 | 2020 | 27.99109 | 196,472 |
| 15 | 2019 | 500,000 | 2020 | 0 | 7,519,100 | 2021 | 27.99109 | 210,468 |
| 16 | 2020 | 750,000 | 2021 | 0 | 8,269,100 | 2022 | 27.99109 | 231,461 |
| 17 | 2021 | 250,000 | 2022 | 0 | 8,519,100 | 2023 | 27.99109 | 238,459 |
| 18 | 2022 | 0 | 2023 | 0 | 8,519,100 | 2024 | 27.99109 | 238,459 |
| 19 | 2023 | 0 | 2024 | 0 | 8,519,100 | 2025 | 27.99109 | 238,459 |
| 20 | 2024 | 0 | 2025 | 0 | 8,519,100 | 2026 | 27.99109 | 238,459 |
| 21 | 2025 | 0 | 2026 | 0 | 8,519,100 | 2027 | 27.99109 | 238,459 |
| 22 | 2026 | 0 | 2027 | 0 | 8,519,100 | 2028 | 27.99109 | 238,459 |
| 23 | 2027 | 0 | 2028 | 0 | 8,519,100 | 2029 | 27.99109 | 238,459 |
| 24 | 2028 | 0 | 2029 | 0 | 8,519,100 | 2030 | 27.99109 | 238,459 |
| 25 | 2029 | 0 | 2030 | 0 | 8,519,100 | 2031 | 27.99109 | 238,459 |
| 26 | 2030 | 0 | 2031 | 0 | 8,519,100 | 2032 | 27.99109 | 238,459 |
| 27 | 2031 | 0 | 2032 | 0 | 8,519,100 | 2033 | 27.99109 | 238,459 |
| | | 8,519,100 | 0 | 156,227,800 | | | Future Value of Increment | 5,236,929 |



EHLERS
LEADERS IN PUBLIC FINANCE

Cash Flow

City of Monroe, WI



Tax Increment District #7

Cash Flow Pro Forma -

| Year | Revenues | | | Expenditures | | | | | | Balances | | Project Cost Principal Outstanding | Year | |
|--------------|------------------|----------------|------------------|---|----------------------|------------------------------|-----------------|--------------------|------------------|------------|-----------|------------------------------------|-----------|------|
| | Tax Increments | Computer Aid | Total Revenues | G.O. Refunding Bonds \$3,955,000 Dated May 22, 2012 | Interest on Advances | Conservation & Dev. Expenses | Admin. Expenses | Total Expenditures | Annual | Cumulative | | | | |
| 2014 | | | | Prin (4/1) | Interest | 2.00% | | | | | | (200,180) | 2,520,000 | 2014 |
| 2015 | 175,593 | 12,000 | 187,593 | 135,000 | 47,958 | 4,004 | 10,000 | 5,000 | 201,961 | (14,368) | (214,548) | 2,385,000 | 2015 | |
| 2016 | 182,477 | 11,880 | 194,357 | 140,000 | 46,855 | 4,291 | 10,000 | 5,000 | 206,146 | (11,789) | (226,338) | 2,245,000 | 2016 | |
| 2017 | 182,477 | 11,761 | 194,238 | 140,000 | 45,525 | 4,527 | 10,000 | 5,000 | 205,052 | (10,814) | (237,152) | 2,105,000 | 2017 | |
| 2018 | 182,477 | 11,644 | 194,120 | 140,000 | 43,985 | 4,743 | 10,000 | 5,000 | 203,728 | (9,608) | (246,759) | 1,965,000 | 2018 | |
| 2019 | 182,477 | 11,527 | 194,004 | 145,000 | 42,130 | 4,935 | 10,000 | 5,000 | 207,065 | (13,061) | (259,821) | 1,820,000 | 2019 | |
| 2020 | 196,472 | 11,412 | 207,884 | 150,000 | 39,915 | 5,196 | 10,000 | 5,000 | 210,111 | (2,227) | (262,048) | 1,670,000 | 2020 | |
| 2021 | 210,468 | 11,298 | 221,766 | 155,000 | 37,320 | 5,241 | 10,000 | 5,000 | 212,561 | 9,205 | (252,843) | 1,515,000 | 2021 | |
| 2022 | 231,461 | 11,185 | 242,646 | 165,000 | 34,275 | 5,057 | 10,000 | 5,000 | 219,332 | 23,314 | (229,529) | 1,350,000 | 2022 | |
| 2023 | 238,459 | 11,073 | 249,532 | 170,000 | 30,840 | 4,591 | 10,000 | 5,000 | 220,431 | 29,101 | (200,428) | 1,180,000 | 2023 | |
| 2024 | 238,459 | 10,962 | 249,421 | 175,000 | 27,130 | 4,009 | 10,000 | 5,000 | 221,139 | 28,283 | (172,145) | 1,005,000 | 2024 | |
| 2025 | 238,459 | 10,853 | 249,312 | 185,000 | 23,078 | 3,443 | 10,000 | 5,000 | 226,520 | 22,791 | (149,354) | 820,000 | 2025 | |
| 2026 | 238,459 | 10,744 | 249,203 | 195,000 | 18,610 | 2,987 | 10,000 | 5,000 | 231,597 | 17,606 | (131,748) | 625,000 | 2026 | |
| 2027 | 238,459 | 10,637 | 249,096 | 200,000 | 13,770 | 2,635 | 10,000 | 5,000 | 231,405 | 17,691 | (114,058) | 425,000 | 2027 | |
| 2028 | 238,459 | 10,530 | 248,989 | 205,000 | 8,605 | 2,281 | | 5,000 | 220,886 | 28,103 | (85,955) | 220,000 | 2028 | |
| 2029 | 238,459 | 10,425 | 248,884 | 220,000 | 2,970 | 1,719 | | 5,000 | 229,689 | 19,195 | (66,760) | 0 | 2029 | |
| 2030 | 238,459 | 10,321 | 248,780 | | | 1,335 | | 5,000 | 6,335 | 242,444 | 175,684 | 0 | 2030 | |
| 2031 | 238,459 | 10,217 | 248,676 | | | | | 5,000 | 5,000 | 243,676 | 419,361 | 0 | 2031 | |
| 2032 | 238,459 | 10,115 | 248,574 | | | | | 5,000 | 5,000 | 243,574 | 662,935 | 0 | 2032 | |
| 2033 | 238,459 | 10,014 | 248,473 | | | | | 5,000 | 5,000 | 243,473 | 906,408 | 0 | 2033 | |
| Total | 4,166,949 | 208,598 | 4,375,547 | 2,520,000 | 462,965 | 60,993 | 130,000 | 95,000 | 3,268,958 | 1,106,588 | | | | |

NOTES:

1. Cumulative Fund Balance Ties to 2014 Audit

Projected TID Closure

Cash flow no development

City of Monroe, WI



Tax Increment District #7

Cash Flow Pro Forma - No development and appreciation

| Year | Revenues | | | Expenditures | | | | | | Balances | | Project Cost Principal Outstanding | Year |
|--------------|------------------|----------------|------------------|---|----------------|----------------------|------------------------------|-----------------|--------------------|----------------|------------|------------------------------------|------|
| | Tax Increments | Computer Aid | Total Revenues | G.O. Refunding Bonds \$3,955,000 Dated May 22, 2012 | | Interest on Advances | Conservation & Dev. Expenses | Admin. Expenses | Total Expenditures | Annual | Cumulative | | |
| | | | | Prin (4/1) | Interest | 2.00% | | | | | | | |
| 2014 | | | | | | | | | | | (200,180) | 2,520,000 | 2014 |
| 2015 | 175,593 | 12,000 | 187,593 | 135,000 | 47,958 | 4,004 | 5,000 | 5,000 | 196,961 | (9,368) | (209,548) | 2,385,000 | 2015 |
| 2016 | 182,477 | 11,880 | 194,357 | 140,000 | 46,855 | 4,191 | 5,000 | 5,000 | 201,046 | (6,689) | (216,238) | 2,245,000 | 2016 |
| 2017 | 182,477 | 11,761 | 194,238 | 140,000 | 45,525 | 4,325 | 5,000 | 5,000 | 199,850 | (5,612) | (221,850) | 2,105,000 | 2017 |
| 2018 | 182,477 | 11,644 | 194,120 | 140,000 | 43,985 | 4,437 | 5,000 | 5,000 | 198,422 | (4,302) | (226,151) | 1,965,000 | 2018 |
| 2019 | 182,477 | 11,527 | 194,004 | 145,000 | 42,130 | 4,523 | 5,000 | 5,000 | 201,653 | (7,649) | (233,800) | 1,820,000 | 2019 |
| 2020 | 182,477 | 11,412 | 193,889 | 150,000 | 39,915 | 4,676 | 5,000 | 5,000 | 204,591 | (10,702) | (244,503) | 1,670,000 | 2020 |
| 2021 | 182,477 | 11,298 | 193,774 | 155,000 | 37,320 | 4,890 | 5,000 | 5,000 | 207,210 | (13,436) | (257,938) | 1,515,000 | 2021 |
| 2022 | 182,477 | 11,185 | 193,662 | 165,000 | 34,275 | 5,159 | 5,000 | 5,000 | 214,434 | (20,772) | (278,711) | 1,350,000 | 2022 |
| 2023 | 182,477 | 11,073 | 193,550 | 170,000 | 30,840 | 5,574 | 5,000 | 5,000 | 216,414 | (22,865) | (301,575) | 1,180,000 | 2023 |
| 2024 | 182,477 | 10,962 | 193,439 | 175,000 | 27,130 | 6,032 | 5,000 | 5,000 | 218,162 | (24,723) | (326,298) | 1,005,000 | 2024 |
| 2025 | 182,477 | 10,853 | 193,329 | 185,000 | 23,078 | 6,526 | 5,000 | 5,000 | 224,603 | (31,274) | (357,572) | 820,000 | 2025 |
| 2026 | 182,477 | 10,744 | 193,221 | 195,000 | 18,610 | 7,151 | 5,000 | 5,000 | 230,761 | (37,541) | (395,112) | 625,000 | 2026 |
| 2027 | 182,477 | 10,637 | 193,113 | 200,000 | 13,770 | 7,902 | 5,000 | 5,000 | 231,672 | (38,559) | (433,671) | 425,000 | 2027 |
| 2028 | 182,477 | 10,530 | 193,007 | 205,000 | 8,605 | 8,673 | 5,000 | 5,000 | 227,278 | (34,271) | (467,943) | 220,000 | 2028 |
| 2029 | 182,477 | 10,425 | 192,902 | 220,000 | 2,970 | 9,359 | 5,000 | 5,000 | 237,329 | (44,427) | (512,370) | 0 | 2029 |
| 2030 | 182,477 | 10,321 | 192,797 | | | 10,247 | 5,000 | 5,000 | 15,247 | 177,550 | (334,820) | 0 | 2030 |
| 2031 | 182,477 | 10,217 | 192,694 | | | 6,696 | 5,000 | 5,000 | 11,696 | 180,998 | (153,822) | 0 | 2031 |
| 2032 | 182,477 | 10,115 | 192,592 | | | 3,076 | 5,000 | 5,000 | 8,076 | 184,516 | 30,693 | 0 | 2032 |
| 2033 | 182,477 | 10,014 | 192,491 | | | | 5,000 | 5,000 | 5,000 | 187,491 | 218,184 | 0 | 2033 |
| Total | 3,460,174 | 208,598 | 3,668,771 | 2,520,000 | 462,965 | 107,442 | 65,000 | 95,000 | 3,250,407 | 418,364 | | | |

NOTES:

1. Cumulative Fund Balance Ties to 2014 Audit
2. Remaining fund balance could be used for TID eligible costs paid by the utilities.

Projected TID Closure

SECTION 11: Annexed Property

There are no lands within the territory proposed to be included within the District by Amendment that were annexed by the City on or after January 1, 2004.

SECTION 12: Estimate of Additional Property to be Devoted to Retail Business

The City estimates that approximately 75% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Amended Project Plan.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Monroe Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development and Redevelopment of the City of Monroe

This amendment contributes to the orderly development and redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. By including an allowance for development incentives the City has additional flexibility to promote development within the District to generate additional increment to pay for project costs.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the City of Monroe Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

January 11, 2016

SAMPLE

Mayor William Ross
City of Monroe
1110 18th Avenue
Monroe, Wisconsin 53566

RE: City of Monroe, Wisconsin Tax Incremental District No. 7 Amendment

Dear Mayor:

As City Attorney for the City of Monroe, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Section 66.1105 of the Wisconsin Statutes. This opinion is provided pursuant to Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Rex A. Ewald
City of Monroe

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated Share by Taxing Jurisdiction of Projected Tax Increments to be paid by Owners of Taxable Property in each of the Taxing Jurisdictions Overlying the Tax Increment District

| <i>Revenue Year</i> | <i>City - Village</i> | <i>County</i> | <i>School District</i> | <i>Tech College</i> | <i>Total</i> |
|---------------------|-----------------------|----------------|------------------------|---------------------|------------------|
| | 37.99% | 19.51% | 38.21% | 4.28% | |
| 2016 | 69,324 | 35,609 | 69,727 | 7,817 | 182,477 |
| 2017 | 69,324 | 35,609 | 69,727 | 7,817 | 182,477 |
| 2018 | 69,324 | 35,609 | 69,727 | 7,817 | 182,477 |
| 2019 | 69,324 | 35,609 | 69,727 | 7,817 | 182,477 |
| 2020 | 74,641 | 38,341 | 75,075 | 8,416 | 196,472 |
| 2021 | 79,958 | 41,072 | 80,422 | 9,016 | 210,468 |
| 2022 | 87,933 | 45,168 | 88,444 | 9,915 | 231,461 |
| 2023 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2024 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2025 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2026 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2027 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2028 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2029 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2030 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2031 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2032 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| 2033 | 90,592 | 46,534 | 91,118 | 10,215 | 238,459 |
| | 1,516,335 | 778,892 | 1,525,149 | 170,980 | 3,991,356 |

NOTE: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND
BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 7,
CITY OF MONROE, WISCONSIN**

WHEREAS, the City of Monroe (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 7 (the "District") was created by the City on September 28, 2005 as a rehabilitation - conservation district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such amendment will amend the district boundaries to add territory in order to further facilitate development and redevelopment within areas adjacent to the District; and

WHEREAS, such amendment will also grant the City the authority to provide development incentives; and

WHEREAS, such amendment will also add language to state that the City may also tear down and rebuild the parking existing ramp; and

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Green County, the Monroe School District, and the Blackhawk Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on February 2, 2016 held a public hearing concerning the proposed amendment to the

Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Common Council may amend any tax incremental district, the Plan Commission must designate the boundaries of such amended District and approve the Project Plan amendment for such District and submit its recommendation concerning the amendment of the District and the Project Plan to the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Monroe that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 7, City of Monroe", are hereby amended as specified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2016.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b). Furthermore, at the time of adoption of the creation Resolution for this District, and any subsequent Resolutions amending its boundaries, any property standing vacant for seven years immediately preceding adoption of the Resolution(s) did not comprise more than 25% of the total area in the District as required by Wisconsin Statutes Section 66.1105(4)(gm)1.

Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains a rehabilitation - conservation district based on the identification and classification of the property included within the District; and

The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

The equalized value of the taxable property within the territory to be added to the District by amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

- (e) The City estimates that approximately 75% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs of the District relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District was created.
4. The amended Project Plan for "Tax Incremental District No. 7, City of Monroe" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b) and to pay the fee(s) associated with such determination.

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes, that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65e, pursuant to Wisconsin Statutes.

Adopted this _____ day of _____, 2016.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 7
CITY OF MONROE**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY



CITY OF MONROE

*Office of the Assistant City Administrator
Martin Shanks
(608) 329-2521
mshanks@cityofmonroe.org*

1110 18th Avenue
Monroe, Wisconsin 53566
(608) 329-2500
www.cityofmonroe.org

MEMORANDUM

DATE: February 2, 2016
TO: Common Council
FROM: Martin Shanks
RE: Purchase and Development Agreement; Arctic Cat Dealership

I'm pleased to present to City Council a draft purchase and development agreement that will bring an Arctic Cat Dealership to Monroe. Arctic Cat designs, engineers, manufactures and markets snowmobiles, all-terrain vehicles, and side-by-side vehicles; as well as related parts, garments and accessories. The dealership in Monroe will provide sales with a showroom; servicing and repairs; and rentals. Aside from the two purchasers and co-owners, there will be an additional two employees for the business.

The PDA is the standard agreement typically adopted in these arrangements in the past, including the sale of land for \$1.00/acre with associated non-performance penalties. The only contingency that isn't typically standard is the requirement that the owners obtain a Conditional Use Permit from Plan Commission. This is anticipated to go before Plan Commission at next week's monthly meeting. The Zoning Code doesn't expressly permit powersport sales in the M3 Zoning District, however the use would fall under conditional uses with Plan Commission approval.

Again, I commend City staff, including Attorney Ewald, Ryan Lindsey, Al Gerber and GCDC Director Mike Johnson for their work on this project.

The purchase of this property would leave 7.5 acres available in the North Industrial Park.

RESOLUTION APPROVING PURCHASE AND DEVELOPMENT AGREEMENT BETWEEN CITY OF MONROE AND MATTHEW MAU AND BENJAMIN DALEE

Whereas Matthew Mau and Benjamin Dalee [the “Purchasers”] desire to acquire a parcel of real estate in the North Industrial Park, and

Whereas agents of the City and the Purchasers have negotiated the terms of a proposed Purchase and Development Agreement, a copy of which is attached hereto and incorporated herein [the “Agreement”], and

Whereas the Finance and Taxation Committee has recommended that the City enter into the Agreement with the Purchasers, *now therefore, be it*

Resolved by the Common Council of the City of Monroe, upon recommendation of the Finance and Taxation Committee, as follows:

1. The Mayor and City Administrator are hereby authorized to execute the Agreement on behalf of the City.
2. The Mayor, City Administrator and City Attorney are hereby directed to take such actions as may be reasonably necessary to perform the undertakings required of the City pursuant to the Agreement.

OFFERED BY THE FINANCE AND TAXATION COMMITTEE

Dated this 2nd day of February, 2016.

APPROVED:

William M. Ross, Jr., Mayor

Approving Matthew Mau and Benjamin Dalee Purchase and Development Agreement

February 2, 2016

Vol. _____ P. _____

I hereby certify that I am the duly qualified and acting Clerk and custodian of the records of the City of Monroe; the City is duly organized and existing pursuant to the laws of the State of Wisconsin; the foregoing is a true and correct copy of resolutions duly adopted in accordance with law at a meeting of a quorum of the Common Council on February 2, 2016, and that each of said resolutions are now in full force and effect.

Dated this _____ day of _____, 2016.

Carol J. Stamm, City Clerk

**CITY OF MONROE NORTH INDUSTRIAL PARK
PURCHASE AND DEVELOPMENT AGREEMENT
Matthew Mau and Benjamin Dalee, Purchasers**

This Agreement, entered into as of the February 2, 2016, between Matthew Mau and Benjamin Dalee [the “Purchasers”] and the City of Monroe, a municipality organized under the laws of the State of Wisconsin [the “City”].

RECITALS

Whereas the City has designated the North Industrial Park located in the City north of State Highway 11 and south of Green County Highway DR, an aerial view of which is shown in **Figure 1**, as property which is suitable for commercial and industrial development [the “North Industrial Park”], and,

Whereas pursuant to Section 66.46 [now Section 66.1105] of the Wisconsin Statutes, the City created Monroe Tax Incremental District Number 4 [the “TIF District”] in order to facilitate economic development of lands within the TIF District, and

Whereas the Purchasers wish to acquire a parcel of vacant land about 2.95 acres in size within the TIF District, which parcel is identified on **Figure 1** as the “Development Site” [the “Development Site”], and

Whereas Purchasers plan to construct certain improvements on the Development Site, as more particularly set forth in this Agreement for use as an Arctic Cat dealership with sales, service and rentals [the “Business”], and

Whereas the Monroe Common Council has found that the improvement of the Development Site as proposed by the Purchasers is in furtherance of the City’s goals for the TIF District, and

Whereas the City is willing to sell the Development Site to the Purchasers on the terms and conditions set forth in this Agreement.

Whereas the TIF District has over its life generated insufficient tax increment to pay all project costs incurred within the TIF District and there remains an outstanding debt to the City from the TIF District exceeding \$1,000,000 for Project Costs paid by the City on behalf of the TIF District, payable to the City with interest at the rate of 3% per annum on unpaid principal [the “TIF Debt to the City”];



AGREEMENT

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase.** Purchasers shall purchase the Development Site for the sum of \$20,650.00 payable as follows:
 - A. The sum of \$2.95 shall be paid in cash at the closing.

CITY OF MONROE NORTH INDUSTRIAL PARK - PURCHASE AND DEVELOPMENT AGREEMENT

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B. The balance of the purchase price shall be paid on or before January 1, 2017. Interest shall accrue on such balance at the rate of 18 percent per annum computed from the Date of Closing to the date of payment. Notwithstanding the foregoing, as a development incentive, the obligation pursuant to this subparagraph B. shall be deemed to be fully satisfied if the improvements on the Development Site required by paragraph 14 of this agreement are substantially completed when payment is due.

2. **Date of Closing.** This transaction is to be closed at the office of Purchasers' mortgagee or at the office of the City's legal counsel on or before February 29, 2016, or at such other time and place as may be agreed in writing.

3. **Warranties and Representations of the City.** The City hereby warrants the following:

A. **Authority.** The City possesses the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no contract or Agreement to which the City is a party prevents the City from concluding the transaction described herein, nor is the consent of any third party required, other than as specified herein.

B. **Flood Plain.** The Development Site is not located in a flood plain.

C. **Pending Events.** The City has no notice or knowledge of any:

1) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Development Site.

2) Government agency or court order requiring repair, alteration or correction of any existing physical condition of the Development Site.

3) Underground storage tanks or any structural, mechanical, or other defects of material significance affecting the Development Site, including but not limited to the presence of any dangerous or toxic materials or conditions affecting the Development Site.

4) Wetland and shoreland regulations affecting the Development Site.

D. **Executory Contracts or Agreements.** The City is not a party to any lease or other agreement affecting the Development Site that relates to any period beyond the Date of Closing, whether written or oral.

E. **Laws, Regulations & Ordinances.** The City has complied with all laws, regulations, and ordinances applicable to the Development Site to the date of this Agreement.

F. **Litigation.** The City represents and warrants that there is no litigation or proceeding pending to the City's knowledge against or relating to the City, or the City's properties or business that may hinder or prevent consummation of the transaction contemplated by this agreement; nor does the City know or have reasonable grounds to know of any basis of any such litigation or proceeding relative to the City, or the City's properties or business, except any litigation or proceeding disclosed in writing to Purchasers within 10 days following execution of this Agreement by the City.

4. **Warranties and Representations of the Purchasers.** The Purchasers hereby warrant the following:

A. **Authority.** The Purchasers possess the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no contract or agreement to which Purchasers are a party prevents the Purchasers from concluding the transaction described herein, nor is the consent of any third party required to conclude such transaction, other than as specified herein.

Draft - January 28, 2016 @ 10:30 A.M.

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B. Litigation. There is no litigation or proceeding pending to the Purchasers' knowledge against or relating to the Purchasers, or the Purchasers' properties or business; nor do the Purchasers know or have reasonable grounds to know of any basis of any such litigation or proceeding relative to the Purchasers, or the Purchasers' properties or business, except any litigation or proceeding disclosed in writing to the City within 10 days following execution of this Agreement by the Purchasers.

5. **Conveyance.** The City shall convey the Development Site by warranty deed, or other conveyance provided herein, free and clear of all liens and encumbrances, excepting: covenants of this agreement, municipal and zoning ordinances, recorded easements for public utilities serving the Development Site, including easement rights created by the Utilities Easement Declaration attached hereto as Exhibit A, recorded building and use restrictions and covenants and general taxes levied in the year of closing, provided none of the foregoing prohibit present use, and the City shall complete and execute the documents necessary to record the conveyance.

6. **Legal Possession.** Legal possession of the Development Site shall be delivered to Purchasers on Date of Closing.

7. **Occupancy.** Occupancy of the Development Site shall be given to Purchasers on the Date of Closing.

8. **Special Assessments.** Special assessments, if any, for work on site actually commenced or levied prior to date of this Agreement, shall be paid by the City. All other special assessments shall be paid by Purchasers.

9. **Title Evidence.** The City shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. The City shall pay all costs of providing title evidence to the Purchasers. The Purchasers shall pay all costs of providing title evidence required by the Purchasers' lender, if any. If requested by the Purchasers, the City shall provide a "gap" endorsement or equivalent gap coverage at the Purchasers' cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, the Purchasers may give written notice that title is not acceptable for closing.

10. **Provision of Merchantable Title.** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to the Purchasers' attorney or the Purchasers not less than 15 days prior to the Date of Closing, showing title to the Development Site as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

11. **Title Not Acceptable for Closing.** If title is not acceptable for closing, the Purchasers shall notify the City in writing of objections to title within 10 days after delivery of the title commitment to the Purchasers or the Purchasers' attorney. In such event, the Closing Date shall be extended for 30 days and the City shall have a reasonable time, but not exceeding 5 days from the Purchasers' delivery of the notice stating title objections, to deliver notice to the Purchasers stating the City's election to remove the objections by the Date of Closing. In the event that the City is unable to remove said objections, the Purchasers may deliver to the City written notice waiving the objections, and the Date of Closing shall be extended accordingly. If the Purchasers do not waive the objections, the Purchasers shall deliver written notice of termination and this agreement shall be null and void. Providing title evidence acceptable for closing does not extinguish the City's obligation to give merchantable title to the Purchasers.

12. **Contingencies.** The obligation of the parties to close the sale of the Development Site to the Purchasers is contingent upon the following:

A. **Council Resolution.** The obligation of the Purchasers to close is contingent upon the City delivering to the Purchasers a duly executed copy of its resolution authorizing the transaction described herein, which resolution shall form a part of this Agreement.

Draft - January 28, 2016 @ 10:30 A.M.

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B. **Electricity and Natural Gas Utility Services.** The obligation of the Purchasers to close is contingent upon the City providing to the Purchasers documentation showing that electric and natural gas distribution lines with sufficient capacity to service connections serving Purchasers' improvements are located immediately adjacent to the Development Site.

C. **Financing Commitment.** The obligation of the City to close is contingent upon the Purchasers delivering to the City a financing commitment or other proof that is satisfactory to the City Attorney demonstrating that the Purchasers are financially able to perform the covenants required by this Agreement.

D. **Zoning.** The obligation of either party to close is contingent upon the Purchasers being authorized to operate the Business on the Development Site under the City's zoning code.

E. **Representations and Warranties Remain Correct.** The representations and warranties made by each party herein shall be substantially correct on the Date of Closing, as though such representations and warranties had been made on the Date of Closing, except to the extent such representations and warranties are affected by transactions contemplated herein or changes occurring in the ordinary course of business.

F. **Failure of Contingency.** If any contingency provided herein shall not be met in whole or in part, then the party for whose benefit such contingency exists may declare this Agreement to be null and void.

13. **Loss/Damage.** If the property is damaged by fire or elements prior to the Date of Closing in an amount of not more than five percent of the selling price, the City shall be obligated to repair the Development Site and restore it to the same condition that it was on the date of this Agreement. If such damage shall exceed such sum, this Agreement may be cancelled at option of Purchasers. Should Purchasers elect to carry out this Agreement despite such damage, Purchasers shall be entitled to the insurance proceeds relating to damage to the Development Site.

14. **Purchasers' Obligations.** Upon closing, the Purchasers shall undertake the following:

A. **Construction of Improvements.** Prior to December 31, 2016, the Purchasers shall construct all improvements on the Development Site contemplated by this agreement.

B. **Paving of Parking Lot.** Within 12 months following the Date of Closing the Purchasers shall install asphalt or concrete paving over the parking lot and the driveway associated with the Purchasers' improvements on the Development Site.

C. **Sidewalks.** Unless a waiver is granted by the City, the Purchasers shall within 12 months following the Date of Closing install a concrete sidewalk according to standard City specifications in the terrace area of 3rd Street North.

D. **Construction Standards.** Each of the improvements required by this subparagraph shall:

1) Be constructed with quality materials and finished in a manner that projects a quality image for the Purchasers and other potential occupants of the North Industrial Park.

2) Be fully landscaped with plantings or other landscaping that have been approved by the City. Approval by the City of such landscaping shall not be unreasonably denied, provided however, the City may require landscaping which will be in keeping with the objective of enhancing the overall image of the North Industrial Park.

3) Be served by a paved driveway and parking area. The Purchasers shall obtain the prior approval of the City for the location, construction and materials used for the driveway and parking area. Approval by the City

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shall not be unreasonably denied, provided however, the City may require construction which will be in keeping with the objective of enhancing the overall image of the North Industrial Park.

E. **Unforeseen Circumstances.** The Purchasers shall not be in default if the construction required by this subparagraph cannot be completed within the time provided due to circumstances beyond the Purchasers’ control, including without limitation, adverse weather conditions which preclude timely completion of construction.

F. **City Right of Access to Development Site.** Purchasers shall permit representatives of the City to have access to the Development Site and any improvements constructed thereon at all reasonable times when the City deems access necessary to insure compliance with the terms and conditions of this Agreement, including but not limited to, access for inspection of all work being performed in connection with the construction of the improvements.

G. **Minimum Fair Market Value of Land and Improvements.** The Purchasers shall achieve and maintain the fair market value of the improved Development Site at the following minimum levels as of January 1 of the year indicated [the “Minimum Fair Market Value”]:

| Year | Minimum Fair Market Value | Year | Minimum Fair Market Value |
|-------------|----------------------------------|-------------|----------------------------------|
| 2017 | \$295,000.00 | 2024 | \$295,000.00 |
| 2018 | \$295,000.00 | 2025 | \$295,000.00 |
| 2019 | \$295,000.00 | 2026 | \$295,000.00 |
| 2020 | \$295,000.00 | 2027 | \$295,000.00 |
| 2021 | \$295,000.00 | 2028 | \$295,000.00 |
| 2022 | \$295,000.00 | 2029 | \$295,000.00 |
| 2023 | \$295,000.00 | | |

H. **Non-performance Penalty.** If the Purchasers shall fail to achieve the required Minimum Fair Market Value for any year, then the City may impose a Non-performance Penalty.

1) **Maximum Non-performance Penalty.** As used in this Agreement the Maximum Non-performance Penalty for any year shall be the following [the “Maximum Penalty”]:

| Year | Maximum Penalty | Year | Maximum Penalty |
|-------------|------------------------|-------------|------------------------|
| 2017 | \$7,700.00 | 2024 | \$7,700.00 |
| 2018 | \$7,700.00 | 2025 | \$7,700.00 |
| 2019 | \$7,700.00 | 2026 | \$7,700.00 |
| 2020 | \$7,700.00 | 2027 | \$7,700.00 |
| 2021 | \$7,700.00 | 2028 | \$7,700.00 |
| 2022 | \$7,700.00 | 2029 | \$7,700.00 |
| 2023 | \$7,700.00 | | |

2) **Computation of Non-performance Penalty.** The Non-performance penalty imposed for any year shall be determined by the following formula:

Maximum Penalty X (1 - (Actual Fair Market Value / Minimum Fair Market Value))

3) **Notice of Non-performance Penalty.** If a Non-performance Penalty shall be due for any year, the City may provide Purchasers with a Notice of Non-performance Penalty setting forth a calculation of the amount of the Non-performance Penalty [the “Notice of Non-performance Penalty”].

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4) **Payment of Non-performance Penalty.** Commencing with the 2017 calendar year, and for each year thereafter until termination of this agreement, the Purchasers shall pay to the City the amount of any Non-performance Penalty for which the City has provided the Purchasers with a Notice of Non-performance Penalty. Payment of the Non-performance Penalty shall be in a single installment due on or before a date 15 days following delivery of the Notice of Non-performance Penalty. Purchasers' payments shall be made to a segregated fund maintained by the City for property originally located in the TIF District.

5) **Interest on Unpaid Non-performance Penalty.** If the City has delivered the Notice of Non-performance Penalty, then in addition to the principal amount of the Non-performance Penalty, the Purchasers shall pay the City interest at the rate of 18.0% per annum, computed on the principal amount of the Non-performance Penalty, from a date 15 days following delivery of the Notice of Non-performance Penalty.

6) **Security for Performance.** To secure performance of the covenants of this agreement the Purchasers shall deliver to the City at the closing a State Bar of Wisconsin Form 6-L Mortgage, properly executed and in a form suitable for recording [the "Mortgage"]. The Mortgage shall secure payment of the unpaid amount of any Non-performance Penalty or any other amount due the City pursuant to this agreement and any interest and costs charged to Purchasers pursuant to this Agreement. Upon demand, the City shall from time to time subordinate the lien of the Mortgage to the lien of a mortgage or other security given or to be given to a commercial lender who either has extended financing to Purchasers or proposes to extend financing to Purchasers for purposes which are directly related to construction of improvements on the Development Site or operation of the Business. Notwithstanding the foregoing, the City shall not be required to subordinate the lien of the Mortgage in any amount which leaves less than 20% of the fair market value of the Development Site and any improvements placed thereon by the Purchasers reachable by the lien of the mortgage.

7) **Release of Mortgage.** Upon termination of this agreement the City shall satisfy the Mortgage, provided that all Non-performance Penalties or other sums due pursuant to this agreement, including interest have been paid in full.

8) **Costs and Reasonable Fees.** If Purchasers shall fail to pay any Non-performance Penalty within 15 days following delivery of the Notice of Non-performance Penalty, or fail to perform any other covenant of this agreement within 90 days following delivery of a notice of such non-performance from the City, then the City may commence proceedings to foreclose the Mortgage and the Purchasers agree to pay, in addition to all other sums due the City, all costs and expenses of any legal proceeding, plus a reasonable sum as attorney's fees for foreclosure of the Mortgage.

9) **No Waiver.** Failure of the City to provide Purchasers with any notice required by this agreement or otherwise enforce payment in one or more years shall not be deemed a waiver of the right to enforce payment at a later time, together with interest and any costs or attorney's fees due pursuant to this agreement.

15. **Termination.** This Agreement shall terminate upon the occurrence of any one or more of the following events:

A. Upon the latter of dissolution of the TIF District or full payment of the TIF Debt to the City. For the purpose of this agreement, the TIF Debt to the City shall not be deemed satisfied if the TIF District is dissolved when there remains an outstanding unpaid balance thereof.

B. On December 31, 2030.

16. **No Arms Length Transaction.** The Purchasers and the City each acknowledges that Purchasers' acquisition of the Development Site is not the product of an arms-length transaction and the Purchase Price for the Development Site does not reflect the actual fair market value for the Development Site. Neither the Purchasers nor the City shall use the Purchase Price as evidence of fair market value in any judicial or quasi-judicial proceeding where the fair market value of the Development Site is at issue.

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17. **Notices.** Notices required by this Agreement shall be sent to the respective parties at the addresses set forth below. The place of notice may be changed by appropriate registered or certified mailing to the parties at the following addresses:

Notice to Purchasers:

Matthew Mau
10614 North Rote Road
Orangeville, Illinois 61060

Notice to City:

Carol J. Stamm
City Clerk
City of Monroe
1110 18th Avenue
Monroe, Wisconsin 53566

18. **Assignment.** This agreement may be assigned by either party, but only if the assignee executes an instrument expressly assuming liability for the covenants of the assignor pursuant to this agreement. The assignment shall not release the assignor from liability for performance of the covenants of this agreement.

19. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

20. **Paragraph Headings.** The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of the Agreement or any section thereof.

21. **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, by a court of competent jurisdiction, the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable.

22. **Binding Effect.** This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto.

In Witness Whereof, the parties have hereunto set their hands and seals as of the date first above written.

CITY OF MONROE

By: _____ [Seal]
William M. Ross Jr., Mayor

By: _____ [Seal]
Philip Rath, City Administrator

Countersigned: _____
Bridget Schuchart, Comptroller

_____ [Seal]
Matthew Mau

_____ [Seal]
Benjamin Dalee

Draft - January 28, 2016 @ 10:30 A.M.

An Easement is hereby created upon the following described real estate located in the City of Monroe, County of Green, Wisconsin [the "Realty"]:

That part of Lot 1 of Certified Survey Map No. 4844 recorded in Vol. 21 of Certified Survey Maps of Green County, Wisconsin, on Pages 226-228 described as follows:

Corridor A: A corridor 15' wide lying between the north boundary of such Lot 1 that abuts the right-of-way of 3rd Street North and the line identified by the symbol "— • • —".

Corridor B: A corridor 25' wide lying between the south boundary of such Lot 1 that abuts the right-of-way of State Trunk Highway 11 and the line identified by the symbol "— • • —".

1. **Corridor A Rights.** Within Corridor A the easement rights shall be to construct, test, maintain, inspect, operate, replace, change, abandon in place, or remove, underground utilities, including natural gas lines, electric power lines, telecommunications lines, public sewer mains or public water mains, and associated appliances, equipment, manholes, or markers.

2. **Corridor B Easement Rights.** Within Corridor B the easement rights shall be to construct, test, maintain, inspect, operate, replace, change, abandon in place, or remove public sewer mains or public water mains, and associated appliances, equipment, manholes, or markers.

3. **Restoration.** Upon completion of any work pursuant to the rights granted by this instrument the utility performing the work shall restore the surface of the Realty to its condition prior to construction. If the title holder's landscaping or paving improvements, whether within or outside the Realty, are damaged by any subsequent work the utility performing such work shall return them to their pre-work condition.

4. **Rights and Responsibilities of Title Holder.** The title holder of the Realty, and the successors and assigns of the title holder, shall have the right to utilize and enjoy the Realty providing the same shall not interfere with the rights created by this instrument. No structures shall be erected or placed on the Realty and the public utility performing work within the Realty shall not be liable for their removal if they are so placed.

5. **Easement to run with the Land.** This easement shall run with the land and shall be binding on and shall inure to the benefit of the City of Monroe and its successors or assigns.

Dated this ____ day of February, 2016.

CITY OF MONROE

By: _____
William M. Ross Jr., Mayor

By: _____
Philip Rath, City Administrator

AUTHENTICATION

Signature of William M. Ross Jr. and Philip Rath authenticated this ____ day of February, 2016.

This instrument was drafted by
Rex A. Ewald
Voegeli, Ewald & Bartholf Law Offices, S.C.
P.O. Box 56
Monroe, Wisconsin 53566
(608) 328-2000

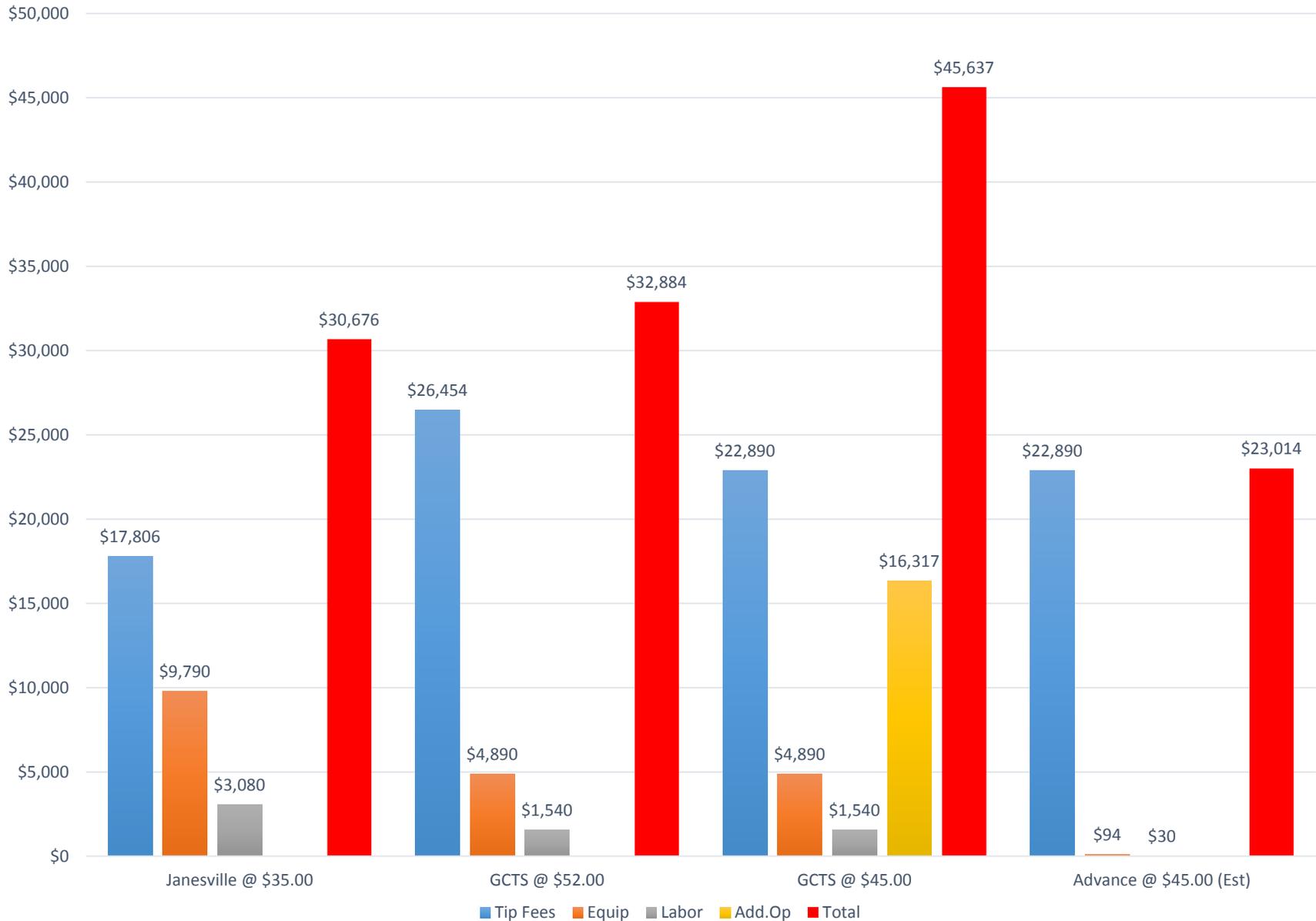
Rex A. Ewald
TITLE: MEMBER STATE BAR OF WISCONSIN

Name and Return Address
Rex A. Ewald
Voegeli, Ewald & Bartholf Law Offices, S.C.
1750 10th Street
Monroe, Wisconsin 53566

23-251 5001.1523
Parcel Identification Number (PIN)
This is not homestead property

Draft - January 28, 2016

Disposal Comparison 2015





CITY OF MONROE

Office of the Assistant City Administrator
Martin Shanks
(608) 329-2521
mshanks@cityofmonroe.org

1110 18th Avenue
Monroe, Wisconsin 53566
(608) 329-2500
www.cityofmonroe.org

MEMORANDUM

DATE: February 2, 2016
TO: Common Council
FROM: Martin Shanks
RE: Parking Ramp Recommendations

Since the presentation of the final parking study late last year both the Business Improvement District and Main Street Board have discussed the study's findings and have approved recommendations on what they desire to see on the existing parking ramp site.

Both groups have made identical unanimous recommendations on how the City Council should proceed. The main bullet points are:

- Take no action on the existing parking ramp until another parking solution is implemented.
- As far as other solutions: investigate feasibility and cost of a two level ramp on existing Armory Lot and/or City Hall Parking Lot.
- Proceed as soon as possible with implementing timed parking for the nine block area of the core downtown.

The Public Safety Committee has met once to discuss timed parking. City staff has moved forward with data gathering and analysis for timed parking, including enforcement costs; signage placement/cost/design; and ordinance drafting. Over the coming 2-3 months we will have a clear picture of what implementing timed parking in the downtown will look like and cost.

If the Council wishes to move forward with the BID/Main Street recommendation on the parking ramp site then we should proceed with completing the following:

- Preliminary design of two level ramps on alternative sites (Armory Lot and City Hall Lot) to determine feasibility (number of spaces and cost).
- Discuss any concerns about safety of current ramp.

If the Council wishes to move forward with an alternative plan utilizing data from the parking study then please recommend the approach and instruct staff to take the necessary steps to accomplish the suggested plan.

MONROE BUSINESS IMPROVEMENT DISTRICT

MINUTES - January 14th, 2015

Members present: Mike Doyle, Ryan Wilson, Ron Markham, Chris Barth, Barb Gelbach, Craig Patchin, Bob Duxstad, Chris Soukup, Jean Tullett.

Members absent: Sherrill Kelly, Luis Carus.

Guests: Rex Ewald, Jordan Nordby, Andy Hill, Tom Kelly, Tom Miller, Martin Shanks, Bridget Cooke (Monroe Times).

CALL TO ORDER: In the absence of the President, Vice President, Mike Doyle called the meeting to order at 5.30 p.m. A motion to approve the Minutes of October 29th, 2015, was made by Bob Duxstad, seconded by Chris Barth and approved by unanimous vote.

FINANCIAL REPORT: No Bills were presented. The balance stands at \$10,673.24. A motion to approve the Financial Report was made by Ron Markham, seconded by Chris Barth and approved by unanimous vote.

PARKING – NEW PROPOSAL: Rex Ewald addressed the Board as a building owner in the Business Improvement District. He identified what he considers to be a deficit of parking on the east side of the Square and a surplus on the west side. He called attention to the property located across from the Post Office at 18th Ave. and 11th St. as a possible area that could be converted into additional parking. It is Rex's opinion that providing more parking elsewhere downtown would alleviate the need for rebuilding the existing ramp.

PARKING RECOMMENDATIONS FROM MAIN STREET - Andy Hill, President of the Main Street Board, reported Main Street recommends investigating a Public/Private Partnership to build retail development and a smaller parking ramp.

PARKING RECOMMENDATIONS FROM BID - TIMED PARKING

Craig Patchin made a motion to recommend the City Council consider implementing timed parking for 2 – 3 hours from 9 a.m. to 5 p.m. for the nine block area in the BID district. Motion seconded by Chris Soukup and approved by unanimous vote.

Discussion followed on the advantages and benefits of a ramp that provides covered parking.

Craig Patchin made a motion to recommend the City invest in smaller two level parking on existing City owned lots. The sites suggested were the lot located at 18th Ave. and 9th St. and the lot behind City Hall. Motion seconded by Chris Soukup and approved by unanimous vote.

Bob Duxstad made a motion that no action be taken on the existing ramp until a new ramp is built. Motion seconded by Ron Markham and carried by unanimous vote.

ADJOURN: A motion to adjourn was made by Chris Barth, seconded by RonMarkham.

Respectfully submitted,

Jean Tullett, Secretary/Treasurer

From: Monroe Main Street <MonroeMainStreet@tds.net>
Sent: Thursday, January 21, 2016 11:16 AM
To: Martin Shanks
Subject: RE: Housing Program/Local RLF

They voted to agree with what BID voted on last week to keep with a joint recommendation. We didn't have BID's meeting minutes (only our own summary of it), but following the recommendation that the City focus on timed parking (with adequate signage), explore the corner near the bank for a ramp along with alternative sites and not tear down the existing structure until a replacement had been built.

Jordan

From: Martin Shanks [mailto:mshanks@cityofmonroe.org]
Sent: Thursday, January 21, 2016 11:10 AM
To: Monroe Main Street
Subject: RE: Housing Program/Local RLF

Did Main Street have any additional recommendations on the parking ramp last night?

Martin